



LOCAL AGENCY FORMATION COMMISSION
OF SANTA CRUZ COUNTY

EMPLOYMENT CONTRACT BETWEEN
THE LOCAL AGENCY FORMATION COMMISSION
AND CHRISTOPHER L. CARPENTER

THIS CONTRACT is entered into this 12th day of October 2020, by and between the **LOCAL AGENCY FORMATION COMMISSION OF SANTA CRUZ COUNTY** (hereinafter referred to as LAFCO or Commission), and **CHRISTOPHER L. CARPENTER** (hereinafter referred to as Employee).

WITNESSETH

WHEREAS, LAFCO has designated the Executive Officer as the appointing authority for hiring new employees; and

WHEREAS, the Executive Officer desires to employ Christopher L. Carpenter as the Commission Clerk for the Local Agency Formation Commission; and

WHEREAS, Christopher L. Carpenter desires to serve as the Commission Clerk of the Local Agency Formation Commission pursuant to the terms of this Employment Contract; and

WHEREAS, the Executive Officer and Christopher L. Carpenter desire to specify in a Contract the terms and conditions of Mr. Carpenter's employment as the Commission Clerk.

NOW, THEREFORE, the parties do mutually agree as follows:

Section 1. Employment: The Executive Officer hereby engages Employee, as Commission Clerk of the Local Agency Formation Commission, and Employee hereby agrees to perform for LAFCO the services hereinafter set forth for the compensation and benefits hereinafter set forth, all pursuant to the terms and conditions herein.

Section 2. Scope of Services: Pursuant to this contract, Employee shall perform all functions and duties of the Commission Clerk, as specified in the job description, and such legally permissible and proper duties and functions as may be assigned by the Executive Officer.

- a) Employee agrees to perform their duties in accordance with applicable laws.
- b) Employee has no interest and will not acquire any interest that would conflict in any manner or interfere in any way with the performance of Employee's services under this Contract.

Section 3. Employment Status: Employee acknowledges that they are an at-will employee of LAFCO who will serve at the pleasure of LAFCO at all times during the period of service under this Contract. Nothing contained in this Contract will in any way limit the right of LAFCO to terminate the services of Employee, and nothing in this Contract will interfere with the right of Employee to resign at any time from this position with LAFCO.

- a) The Employee's position shall be considered non-exempt under applicable California and Federal wage and hour laws.
- b) To the extent not inconsistent with the express terms of this Contract, Employee will be eligible for membership in and all benefits from a group plan for hospital, surgical, medical, vision, and dental insurance, as well as being eligible for membership in any retirement program, or for such other comparable job benefits that are afforded to management employees of the County of Santa Cruz.

Section 4. Term of the Contract: This contract shall commence on October 12, 2020, and shall continue until terminated by either party in accordance with the provisions set forth herein. The Employee's official start date is scheduled for December 14, 2020.

Section 5. Compensation: LAFCO shall pay to Employee as compensation in full for all services performed by Employee pursuant to this contract an annual salary of \$50,000 per year, payable in bi-weekly increments comparable with employees of the County of Santa Cruz and neighboring LAFCOs. The effective date of this salary shall be December 14, 2020; thereafter any salary adjustment approved by the Commission in the Budget shall be effective as of the first full pay period in the new fiscal year which begins on July 1st of each year. The amount of any salary adjustment shall be based on an annual performance evaluation process completed by the Employee and Executive Officer.

Section 6. Vacation, Holidays, Sick Leave, and Administrative Leave: Employee shall be entitled to vacation and sick days accumulated during each pay period. Employee will be entitled to thirteen (13) paid holidays per year on the same schedule as employees of the County of Santa Cruz. Employee may be entitled to compensation at the end of employment for all unused vacation and sick leave, subject to Commission review and approval.

Section 7. Retirement: LAFCO agrees to pay Employer's contribution to the retirement plan with benefits that are equal to the rates outlined by the California Public Employees' Retirement System (CalPERS).

Section 8. Medical, Dental, and Vision: LAFCO agrees to contribute towards a medical health program for purposes of health coverage, dental, and vision insurance premiums for a single participant or a single participant with one or two dependents, based on comparable job benefits that are afforded to management employees of the County of Santa Cruz. Medical coverage is to be provided through the Special District Risk Management Authority (SDRMA) or other independent insurance policy; and Dental and Vision is to be provided privately. The medical health care allowance shall be automatically adjusted throughout the term of this Contract to be equivalent to the allowance provided to County management employees.

Section 9. Private Vehicle Usage: LAFCO shall reimburse Employee at such a rate is allowed by the Internal Revenue Service for the use of a private vehicle on authorized LAFCO business. Employee agrees to carry all necessary vehicle insurance and provide proof of said insurance on an annual basis.

Section 10. Social Security and Deferred Compensation: LAFCO shall provide the employer contribution to the Federal Social Security Program. Employee may contribute to a deferred compensation program offered through CalPERS up to the maximum contribution allowable by law.

Section 11. General Expenses: Employee shall be permitted to attend relevant conferences, seminars, and other such meetings, the reasonable cost of which shall be paid by LAFCO. LAFCO shall reimburse Employee in accordance with customary expense reimbursement policies and procedures for expenses incurred by Employee in execution of their duties under the Contract.

Section 12. Other Benefits: Employee, as Commission Clerk, shall be entitled to such other benefits which LAFCO may establish in the future for its employees.

Section 13. Termination of Contract for Convenience: Either party may terminate this Contract at any time by giving the other party fourteen (14) day written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of transactions occurring prior to the effective date of such termination. Employee shall be paid for all work completed prior to the effective date of such termination and for all unused leave time accrued to date of termination as specified in Section 6; however, Employee shall not be entitled to any severance pay.

Section 14. Termination of Contract for Cause: If Employee fails to fulfill in a timely and professional manner any obligations under this Contract, or otherwise violates a material term of this Contract, the Executive Officer shall have the right to terminate this Contract effective immediately by giving written notice to Employee.

Termination of this Contract under the provisions of this paragraph shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination, Employee shall be paid for all work completed prior to the effective date of such termination, all unused vacation time, and all benefits or prorated portion thereof through the date of termination; however, Employee shall not be entitled to any severance pay.

Section 15. Probationary Period: The Employee will have a twelve-month probationary period beginning on the first day of employment in accordance with the Commission's adopted policy. LAFCO staff will provide job training during this time period and the employee will be evaluated every three months during the probationary period. LAFCO may terminate an employee during this twelve-month probationary period or at any point in time therein. Nothing in this provision shall alter the at-will status of any employee.

Section 16. Performance Evaluation: The Executive Officer shall evaluate Employee's performance annually and shall establish, with Employee, performance goals and objectives for the ensuing year. Pursuant to Section 15, performance updates will occur on a three-month basis during the probationary period. If the Employee meets or exceeds expectations after six months of employment, LAFCO may consider increasing their salary amount up to \$55,000.

Section 17. Modification: This Contract constitutes the entire understanding of the parties hereto and no changes, amendments, or alterations shall be effective unless in writing and signed by both parties.

Section 18. Non-Assignment of Contract: This Contract is intended to secure the unique and individual services of the Employee and thus Employee shall not assign, transfer, or delegate this Contract or any interest herein.

Section 19. Covenant: The validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California.

Section 20. Enforceability: The invalidity and unenforceability of any of the terms or provisions hereof shall in no way affect the validity and enforceability of any other terms or provisions.

Section 21. Nondiscrimination: There shall be no discrimination by or against any person employed pursuant to this Contract in any manner forbidden by law.

Section 22. Copyright: Any reports, maps, information, documents, or other materials given to or prepared by Employee under this Contract shall become the property of Employee, nor shall be made available to any individual or organization by Employee without the approval of LAFCO.

IN WITNESS WHEREOF, LAFCO and Employee have executed this Contract on the day and year first hereinabove set forth.

Christopher L. Carpenter, Employee

Attest:

Joe A. Serrano, Executive Officer

Approved as to form:

Daniel H. Zazueta, Legal Counsel