

# **Exhibit A**

**CITY OF CARSON**  
**LIMITED DURATION INTERIM CHIEF DEPUTY CITY CLERK**  
**EMPLOYMENT AGREEMENT**

This LIMITED DURATION INTERIM CHIEF DEPUTY CITY CLERK EMPLOYMENT AGREEMENT (“Agreement”) is made by and between the CITY OF CARSON (“City”) and MOLLY MCLAUGHLIN PERRY (“Employee”). The City and Employee may be referred to individually as a “Party” or collectively as “the Parties.”

**RECITALS**

WHEREAS, Government Code Section 21221(h) permits retired annuitants under the California Public Employees’ Retirement System (“CalPERS”) to be employed without reinstatement from retirement upon appointment by a governing body to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position; and

WHEREAS, the City’s current Chief Deputy City Clerk resigned effective January 6, 2021, and as a result, the position of Chief Deputy City Clerk is presently vacant; and

WHEREAS, the City is currently conducting an open recruitment to permanently fill the position of Chief Deputy City Clerk; and

WHEREAS, the City anticipates the Chief Deputy City Clerk position will be filled with a permanent replacement within 3 months after the effective date of this Agreement; and

WHEREAS, effective April 11, 2021 the City Clerk resigned, leaving no position to perform the functions of the City Clerk as set forth in Section 501 of the City’s Charter; and

WHEREAS, as a CalPERS retired annuitant under Government Code subdivision 21221(h), Employee possesses extensive experience as a city clerk and possesses the specialized skill set to perform the required duties of Interim Deputy City Clerk and, desires to perform the duties of and assume responsibility for the positions of Interim Deputy City Clerk and acknowledges that such employment is at-will and of a limited duration for a definite period of time, as described below; and

WHEREAS, the City desires to hire Employee as an at-will, limited duration employee for the position of Interim Deputy City Clerk, which is a position that requires specialized skills, for a definite period of time, effective April 21, 2021; and

WHEREAS, on April 20, 2021, the City Council of the City appointed Employee to the position of Interim Deputy City Clerk as required by Government Code section 21221(h), with a work start date of April 21, 2021, and authorized the City Manager to execute this agreement; and

WHEREAS, prior to the execution of this Agreement, the City Council adopted a

resolution approving a 180-day wait period exception for Employee and submitted this resolution to CalPERS; and

WHEREAS, the Parties wish to establish the terms and conditions of Employee's services to the City, as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

## **A G R E E M E N T**

### **Section 1: TERM**

The term of this Agreement shall commence on April 21, 2021 and shall automatically terminate upon the earlier of the following to occur, unless prior terminated by either Party: (i) the City appoints a permanent Chief Deputy City Clerk or (ii) April 20, 2022 ("Term"). April 21, 2021 shall be Employee's "Hire Date" for purposes of this Agreement. In no event shall Employee work more than 960 hours per fiscal year during the Term, except as authorized by executive order during a statewide state of emergency.

### **Section 2: DUTIES, RESPONSIBILITIES, AND WORK HOURS**

A. Employee shall be appointed to the position of Interim Chief Deputy City Clerk the duties of which are set forth fully in Attachment "1" to this AGREEMENT. Employee acknowledges the position of Interim Chief Deputy City Clerk requires specialized skills and expert professional services for a definite period of time, as described above in Section 1 of this Agreement.

B. Employee acknowledges that City Hall is open Mondays through Thursdays from 7:00 a.m. to 6:00 p.m. Employee shall work under the direction of the City Clerk, provided that in the absence of the City Clerk Employee shall work under the direction of the City Manager. Subject to the Term as stated in Section 1 of this Agreement, Employee shall work the number of hours each week as directed and authorized by the City Clerk, or in the absence of the City Clerk the City Manager, provided that Employee shall not work more than forty (40) hours in a single week. The Parties anticipate that Employee will work 20-24 hours per week.

C. All data, studies, reports, and other documents prepared and/or reviewed by Employee while performing her duties during the Term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law. Such materials, without the prior written consent of the City Manager or her designee, shall not be used by Employee for any purpose other than the performance of her duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

**Section 3: COMPENSATION AND BENEFITS**

A. The City agrees to compensate Employee at the hourly rate of Fifty Nine Dollars and Eighty One Cents per hour (\$59.81/ hr.), which is the hourly rate of the F step of the monthly salary range for the Chief Deputy City Clerk position (\$10,367 per month). Employee’s compensation at this hourly rate is the maximum amount permissible under state law (Government Code §21221(h)) for a retired annuitant filling the vacant Chief Deputy City Clerk position, and is not intended to be indicative of Employee’s market hourly rate of compensation in the private or public sector.

B. Employee shall not be eligible for any other benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate.

**Section 4: RESIGNATION/TERMINATION**

A. Employee may resign at any time; provided, however, Employee shall reasonably provide the City Clerk or City Manager with at least two (2) weeks advance written notice.

B. Employee is an at-will employee and serves at the will and pleasure of the City Clerk, or in the absence of the City Clerk the City Manager and may be terminated at any time, with or without cause, and with or without notice.

C. After Notice of Resignation or Termination, Employee shall cooperate with the City, as requested by the City, to effect a transition of Employee’s responsibilities and duties and to ensure that the City is aware of all matters being handled by Employee.

D. In accordance with state law and the requirements of the California Public Employees Retirement Law, Employee may not be immediately reappointed to this position following the expiration of this Agreement, nor may this Agreement be modified to extend the term of the Agreement.

E. After notice of resignation or termination, Employee shall cooperate with the City, as requested by the City, to effect a transition of Employee’s responsibilities and duties and to ensure that the City is aware of all matters being handled by Employee.

F. Employee shall not be entitled to severance pay and Employee expressly waives any and all rights with respect to severance pay.

**Section 5. NOTICES**

Notices required to be served pursuant to this Agreement shall be served in person or by first-class U.S. mail addressed as follows:

**City**

Sharon Landers, City Manager  
701 E. Carson Street  
Carson, CA 90745

## Employee

Molly McLaughlin Perry  
[Address on file with Human Resources]

### Section 6: GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Agreement are described as follows:

A. Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.

B. Entire Agreement. The text of this Agreement shall constitute the entire and exclusive agreement between the Parties. All prior oral or written communications, understandings, or agreements between the Parties not set forth herein shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment. This Agreement is not assignable by either the City or Employee.

D. Severability. In the event any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be illegal or void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Los Angeles County, California. Employee expressly waives any right to remove any such action from Los Angeles County.

G. Effective Date. This Agreement shall not become effective until the later of the following to occur: i) April 21, 2021 or ii) the date on which the Agreement has been executed by both Employee and the City Manager.

H. Effect of Agreement on Employee's CalPERS Retirement Benefits. The City makes no representation on the impact, if any, this Agreement shall or may have upon her CalPERS retirement benefits, status, duties, and/or obligations. Employee acknowledges that in entering into this Agreement, she has not relied upon any such representations (none of which being in existence) in assessing the CalPERS-related impact of her employment. Therefore, Employee releases the City from any and all CalPERS-related claims or liabilities that may arise in connection with her employment pursuant to this Agreement.

I. No Unemployment Insurance Benefits Received By Employee. Employee expressly certifies and warrants to the City that she has not received any unemployment insurance payments for retired annuitant work for any public employer within the 12 months prior to her appointment date.

J. Compliance With 960 Hours Per Fiscal Year Limit. Employee further certifies and warrants to the City that she will not exceed the 960 hours per fiscal year limit pursuant to Government Code Section 21221(h), including work for any other CalPERS employer during the current fiscal year, except as authorized by executive order during a statewide state of emergency.

K. Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 1090, 1125, and 87100 *et seq.* of the Government Code, and all other similar statutory and administrative rules.

L. Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, that each has carefully reviewed this entire Agreement, that each and every term thereof is understood, and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

M. Government Code §§ 53243 - 53243.4. Government Code §§ 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes also require contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree it is their mutual intent to fully comply with the cited Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee.

**IN WITNESS WHEREOF**, the City of Carson has caused this Agreement to be signed and executed on its behalf by its City Manager, and executed by the Employee.

CITY OF CARSON,

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sharon Landers  
City Manager

EMPLOYEE,

In signing this Agreement, Employee understands and agrees that she is an **at-will employee** and that her rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Carson which might otherwise apply to classified or other employees of the City. Employee further acknowledges that she was given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_  
Molly McLaughlin Perry  
Employee

# **ATTACHMENT 1**

## **Interim Chief Deputy City Clerk Job Description**



**INTERIM CHIEF DEPUTY CITY CLERK**  
**\$8,124 – \$10,367 (monthly)**

**Job Summary:**

Under the direction of the City Clerk, manage day-to-day office services and operations of the City Clerk's office; provide specialized technical and administrative assistance to the City Clerk; supervise and evaluate the performance of assigned staff; and perform the duties of the City Clerk in the Clerk's absence or as assigned as defined by California Statutes and the Carson Municipal Code. This is an at-will position.

**Essential Duties and Responsibilities:**

(These functions are representative and may not be present in all positions in the class. Management reserves the right to add, modify, change or rescind related duties and work assignments.)

1. Organize, coordinate and direct the day-to-day operations of the City Clerk's Office; plan and monitor workflow to assure efficiency and effectiveness.
2. Perform a variety of highly responsible, complex and sometimes confidential administrative assistance and technical support to relieve the City Clerk of administrative detail.
3. Conduct a variety of studies involving programs, systems, operations, special needs, issues or activities of an assigned division or office; research, analyze and prepare recommendations or conclusions on assigned projects.
4. Provide technical assistance to the City Council, City Administrator, City Attorney, departments, commission, committees and other personnel as necessary.
5. Develop new and improved programs, systems and procedures as a result of new policies or directives or routine research and analysis; assist with implementation after securing approval.
6. Convey and clarify information concerning established policies, procedures and programs to other City departments, committees, employee groups, agencies and the general public; coordinate communications with the City Council, other City departments, outside-agencies and the general public regarding City functions, policies and procedures.
7. Develop recommendations regarding established, revised or new procedures and policies; evaluate organizational, functional and financial impact and assist with implementation as assigned.
8. Prepare resolutions, ordinances and related correspondence; develop forms and procedure handbooks.
9. Attend various meetings; represent the City Clerk at various meeting with City management, outside agencies and contractors.
10. Exercise discretion in disseminating information, explaining policies and procedures and speaking, as directed, for the City Clerk in personal and telephone contacts and meetings.
11. Supervise and participate in maintaining, assembling and correlating the official records of the City Council; attend City Council Redevelopment Agency and other meetings as assigned; take and transcribe minutes; document legislative history; ensure the timely

- processing of contracts, ordinances and resolutions; coordinate the preparation and duplication of agendas, supporting material and proclamations.
12. Assist as directed in the conduct of general and special municipal elections; receive, review and record campaign fillings, conflict of interest statements and other pertinent documents.
  13. Research, compile and analyze data for the preparation of staff reports, internal memoranda, correspondence and the departmental budget; research contracts and legislative history as needed.
  14. Supervise, train and evaluate the performance of assigned staff; recruit and interview prospective employees; establish performance standards and initiate disciplinary action as needed.
  15. Plan and organize assigned office services; assure that projects and assignments are completed in a timely manner in accordance with established standards and legal requirements.
  16. Perform specialized duties related to the City Clerk's functions such as administering oaths, certifying documents, maintain and distribute the Municipal Code, custodian of the City Seal, publication of all official advertising of the City; receiving bonds and receiving and opening sealed bids.
  17. Assure compliance with legal requirements for posting, publication and time lines and a variety of other codes, laws and ordinances.
  18. Oversee the maintenance, storage, retention, destruction and preservation of records, files and official documents entrusted to the City Clerk; assure compliance with legal requirements and established retention schedules.
  19. Assure efficient office operations and services; order and inventory office supplies and materials; arrange for equipment service and repair and communicate with vendors as needed.
  20. Operate specialized office equipment including computer, word processor, calculator, copies, voting machine, transcriber and recording equipment.
  21. Serves as the Deputy Agency Secretary to the Carson Redevelopment Agency and Deputy Secretary to the Carson Public Financing Authority.
  22. Performs related duties as required.

**Qualification Guidelines:**

A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

**Education and/or Experience:**

Graduation from high school or equivalent supplemented by course work in records management, business or related field and four (4) years of increasingly responsible secretarial experience, including one year in municipal or other public setting. Experience in a city clerk's office is desirable.

**Knowledge of:**

- General and special municipal elections.
- Basic functions and responsibilities of the City Clerk.
- Basic principles, and practices and methods of public and business administration.
- Basic principles and procedures of office and project management including budgeting and records management.
- Basic supervisory principles.
- Research, survey and evaluation techniques and methods.

- General organization and functions performed by a city clerk's office and municipal government.
- Applicable legal requirements and mandates.
- Principles and practices of sound customer service and constructive problem solving in a politically sensitive environment.
- Principles and practices of computer software related to information management.
- City organization, operations, policies and objectives.
- Report preparation and presentation.
- Correct English usage, grammar, spelling, punctuation and vocabulary.

**Skill and Ability to:**

- Assist in the conduct of municipal and special elections.
- Research a variety of administrative and operational problems and make effective operational and procedural recommendations.
- Interpret and make decisions in accordance with appropriate laws, regulations and policies.
- Understand and carry out a variety of general and specialized data.
- Research and compile a variety of general and specialized data.
- Supervise, train and evaluate assigned staff.
- Communicate effectively both orally and in writing.
- Research a variety of operational problems and issues related to the work assignments.
- Perform duties independently and with a high level of initiative.
- Operate various office equipment including transcription equipment, a computer and related software.
- Establish and maintain effective working relationships with others.
- Take and transcribe dictation at an acceptable rate of speed.
- Evaluate and recommend improvements in operations, systems, procedures, policies and methods.

**License and Certificates:**

Possession of a Valid California Class C driver's license is required. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program, which confirms possession of a valid driver's license and reflects driving record.

**Physical Requirements and Working Conditions:**

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require vision (which may be corrected) to read small print.
- Perform lifting, pushing, and/or pulling which does not exceed 50 pounds and is an infrequent aspect of the job.
- Is subject to inside environmental conditions.
- May be required to work evenings or weekends.