

CONTRACT EMPLOYMENT AGREEMENT CITY CLERK

THIS AGREEMENT for Employment (“Agreement”) is made this 1st day of March, 2016 (“Effective Date”) by and between the CITY OF CANYON LAKE (“City”) and ARIEL HALL (“Employee”) (together sometimes referred to the “Parties”).

RECITALS

WHEREAS, in May 2014, Employee was hired by the City as the City Clerk and Administrative Services Manager; and

WHEREAS, from April 1, 2015 to the present, Employee has been the City Manager as well as the City Clerk pursuant to a one-year contract with a March 31, 2016, termination date; and

WHEREAS, Employee notified City that she was moving from California and did not seek to renew the one-year contract but that she was available to serve as the City Clerk; and

WHEREAS, City has determined to move forward with hiring a permanent replacement City Manager and wishes to continue Employee’s service as the City Clerk unless and until a replacement City Clerk is found and appointed by the Council.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Employee is employed as the City Clerk to perform the services set out in Municipal Code Section as well as those requested by the City Council and the City Manager. Employee shall be a part-time Employee of the City subject to the provisions of the City’s Personnel Policies and Procedures and shall receive benefits and retirement as provided therein.

- 1.1 Term of Services.** The term of this Agreement shall begin on March 1, 2016 (the Effective Date) and shall extend until terminated by 30 days prior written notice by City (through its Manager) to Employee. Employee serves at will and may be terminated without cause or severance at any time. Employee may resign at any time upon 10 working days prior notice to City.
- 1.2 Standard of Performance.** Employee shall perform all services required pursuant to this Agreement to the satisfaction of the City Council and the Manager.
- 1.3 Time.** Employee shall work part-time as scheduled in coordination with the City Council through the City Manager. Employee may perform services remotely except as if required for attendance at meetings.

Section 2. COMPENSATION. City hereby agrees to pay Employee an hourly amount of \$50.00 hour. Employee shall be reimbursed for expenses on the same terms and conditions as other employees of City. The City shall withhold taxes and other required deductions from the amount paid to Employee. In addition, City shall reimburse Employee for use of her personal cell phone at the rate of \$20.00/month. Employee shall retain bills showing City business use of the phone. City shall pay any and all costs for Employee to retain CMC certification.

Section 3. USE OF PERSONAL VEHICLE: Employee will be using her personal vehicle in her employment. Therefore, Employee shall comply with all applicable requirements of the City's personal vehicle use policy, as that may be revised from time to time, including but not limited to providing evidence of a current drivers' license, registration and automobile insurance as required by state law.

Section 4. MISCELLANEOUS PROVISIONS.

- 4.1 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 4.2 Amendment:** This Agreement may be amended only in writing signed by both parties.
- 4.3 Notices.** Any written notice to Employee shall be sent to:
- Ariel Hall
Address on File
- 4.4. Integration.** This Agreement represents the entire and integrated agreement between City and Employee and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 4.5 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF CANYON LAKE

EMPLOYEE

Tim Brown, Mayor

Ariel Hall