

**CITY OF FULLERTON
DIRECTOR OF ADMINISTRATIVE SERVICES
EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into this 26th day of August, 2019 by and between the City of Fullerton, a California municipal corporation (hereafter "City"), and Ellis Chang (hereinafter referred to as "Chang").

RECITALS

WHEREAS, the City desires to retain the services of Chang as the Director of Administrative Services to serve at the direction of the City Manager, (hereinafter referred to as "City Manager"); and

WHEREAS, Chang desires to perform the services of the Director of Administrative Services; and

WHEREAS, the City desires to provide certain benefits, establish certain conditions of employment, and set certain working conditions of the Director of Administrative Services; and

WHEREAS, the City and Chang desire to enter into this Agreement to specify the terms and conditions of Chang's employment with the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein, the parties agree as follows:

1. Duties

City hereby agrees to employ Chang as Director of Administrative Services beginning September 16, 2019 (hereinafter "Appointment Date") to perform the functions and duties of the Director of Administrative Services as set forth in the Class Specification for Director of Administrative Services attached hereto as Exhibit "A" and incorporated herein by this reference, and to perform other permissible and proper duties and functions consistent with the position of the Director of Administrative Services as the City Manager may from time to time assign.

2. Term and Conditions

- A. All ordinances, resolutions, policies, rules, regulations, procedures and benefits ("City Rules") which apply to Executive employees shall apply to Chang, including, but not limited to, Resolution No. 2019-45, Compensation for Executive Employees (hereinafter "Executive Compensation Resolution") as it currently exists or may hereafter be amended or superseded or as modified herein.

- B. Pursuant to and consistent with the Executive Compensation Resolution and Resolution No. 8485, Municipal Code Sections 2.33.010 and 2.33.020 (attached) shall not apply to Chang with respect to the City's disciplinary and appeals procedures. Chang serves at the pleasure of the City Manager and may be discharged without cause provided that she is given six months written notice. As an alternative to such notice, Chang shall receive a lump sum cash payment equal to six months of her then-current base salary and the City shall pay for the first six months of COBRA coverage under any City sponsored medical, dental or vision plan in which Chang and her dependents are covered at the time of his separation. This requirement shall not apply if Chang is discharged as a result of an act of moral turpitude or conviction of a felony.
- C. If Chang voluntarily resigns or retires, she shall give the City ninety (90) calendar days written notice in advance, unless the parties otherwise agree in writing.
- D. Pursuant to Government Code section 53243.2, any cash settlement Chang may receive related to the termination of this Agreement, including, but not limited to a severance payment, shall be fully reimbursed to the City if Chang is convicted of a crime involving "an abuse of office or position," as that term is defined in Government Code section 53243.4.

3. Work Schedule

Chang will work a standard work schedule. The precise daily schedule is subject to determination by the City Manager based on the City's business needs.

4. Salary

City agrees to compensate Chang for services rendered, no less than \$166,000 per year (\$79.808 per hour). After completion of one year of service with a performance rating of average or above, Chang's compensation shall be increased to no less than \$169,280 per year, (\$81.385 per hour).

5. CalPERS

Chang shall be enrolled in the City of Fullerton's CalPERS plan for miscellaneous employees with the benefit formula determined by the City's contract with CalPERS. The City's contribution and Chang's contribution towards CalPERS shall be made in accordance with the Executive Compensation Resolution or any successor resolutions.

6. Retiree Medical

In lieu of Chang's eligibility for a City contribution to health insurance after retirement from the City, the City agrees to make contributions of \$100 each pay period that this Agreement is in effect into a retiree health savings account in a plan to be implemented by the City as soon as possible following the Effective Date of this Agreement.

Pursuant to the authority provided in the Executive Compensation Resolution, the City Manager also authorizes the \$750 annual medical exam benefit provided in Section 18 B of the Resolution, to be converted into a City contribution to Chang's retiree health savings account in the amount of \$28.85 per pay period.

7. Vacation Accrual

Chang shall accrue vacation time at the rate of a 14-year employee, 160 hours per year. After 14 years of service, Chang's accrual rate will follow the Executive Compensation Resolution then in effect. An initial bank of 80 hours will be established for use by Chang. The 80 hours in the initial bank shall have no cash value for Chang. Otherwise, Chang shall be entitled to annual cash conversion of vacation leave in accordance with Resolution No. 2019-45 or any successor resolutions.

8. Sick Leave

Chang shall accrue sick leave at the rate of 3.69 hours per pay period. An initial bank of 250 hours will be established for use by Chang. The 250 hours in the initial bank shall have no cash value or CalPERS service credit value for Chang.

9. Executive Leave

Chang will accrue Executive Leave at the rate of 81 hours per year in accordance with the Executive Compensation Resolution.

10. Other benefits

Except as noted in this provision, Chang shall be entitled to other benefits as provided to Executive employees within the Executive Compensation Resolution including, but not limited to, participation in City sponsored health plans and City contributions towards coverage in such plans, and paid holidays. Chang shall not be entitled to a vehicle allowance.

11. No reduction in benefits

City shall not at any time during the term of this Agreement reduce the base salary, compensation, or other financial benefits of Chang except on the same basis as may be applicable to all executive management employees of the City. This may be done notwithstanding the provisions of Section 3 above.

12. Indemnification

City shall defend, hold harmless and indemnify Chang against any tort, professional liability claim or demand or other legal action, arising out of any alleged act or omission occurring within the scope of her employment as the Director of Administrative Services in accordance with the provisions of California Government Code section 825. At its sole discretion, City may compromise, settle, assign legal counsel, determine litigation strategy, or pay judgment rendered in any such claim or suit.

Chang shall cooperate fully in the investigation and defense of any such liability claim, demand, or legal action.

Chang acknowledges and agrees that City's agreement to defend, hold harmless and indemnify her does not constitute an agreement to pay any punitive damages awarded against Chang in any such liability claim, demand or legal action. In that regard, Chang acknowledges and agrees that per subdivision (b) of Government Code Section 825, City may not make a determination whether or not to indemnify an employee for an award of punitive damages until such time as the award is made.

This provision shall survive the termination of the Agreement.

13. Other Terms and Conditions of Employment

The City Manager, in consultation with Chang, shall establish any other terms and conditions of employment as she may determine from time to time, relating to the performance of Chang, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Fullerton Municipal Code, any ordinance or resolution of the City, or other applicable laws, rules or regulations.

14. Notices

Any notice required or permitted by this agreement shall be in writing and shall be personally served or be sufficiently given when served upon the other party as sent by the United States Postal Service, postage prepaid and addressed as follows:

To City:

City Manager
City of Fullerton
303 West Commonwealth Ave.
Fullerton, CA 92832-1775


To Chang:

Ellis Chang
Address on record with the
Human Resources Dept.


15. General Provisions

- A. This Agreement constitutes the entire agreement between the parties.
- B. If any provision or portion thereof contained in this Agreement is held unlawful, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.
- C. In the event of any legal action between the parties hereto to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and costs as fixed by the Court.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and duly executed on its behalf by its City Manager, and Chang has signed and executed this Agreement, the date and year first written above.

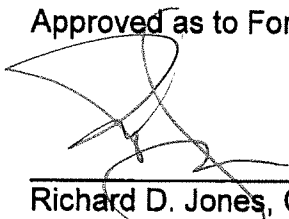
By: 
Kenneth A. Dorn, City Manager

Date: 8-27-19

By: 
Ellis Chang

Date: August 26, 2019

Approved as to Form:


Richard D. Jones, City Attorney

Dated: 8/27/19

DIRECTOR OF ADMINISTRATIVE SERVICES

Definition:

Under general administrative direction is responsible for all activities of the Administrative Services Department including budget preparation and control, general accounting, treasury functions and programs, financial reporting, revenue billing including water utility and business registration, administration of taxes and financial requirements of City contracts, the management information system (MIS), purchasing and reprographic services and performs related work as required.

Essential Duties and Responsibilities:

The responsibilities and essential duties performed on a frequent and recurring basis by an incumbent include the following:

- Plans, organizes, directs and manages all activities of the Administrative Services Department to include City budget processes, financial/accounting and treasury functions, MIS and purchasing.

- Coordinates Administrative Services Department activities with those of other departments as needed.

- Advises the City Manager, City Council, and other City departments/divisions on issues pertaining to municipal budgeting and finance related matters.

- Represents the City in municipal finance issues before a variety of groups, the public and other agencies.

- Develops, recommends, administers, interprets and enforces departmental policies and procedures.

- Develops, recommends, administers, interprets and enforces governmental accounting and auditing standards as promulgated by national standard setting bodies.

- Selects and is responsible for the training, supervision and evaluation of all departmental staff.

- Directs and participates in the preparation of a wide variety of studies, reports, contracts, agreements, agenda letters, correspondence, resolutions and ordinances.

Makes Administrative Services Department budget recommendations and administers the expenditure of funds.

Supervises the preparation of the City's annual budget and capital improvement program documents.

Administers the City's contract for data processing facility management and oversees the supervision of contract data processing staff.

Seeks, develops and makes recommendations on alternative sources of funding as appropriate.

Oversees the development and use of the MIS and coordinates its use and development with other computer systems.

Coordinates with other departments as to use of the City Attorney and other outside attorneys and monitors payment of related bills.

Formulates, recommends and implements departmental goals and develops workload indicators to measure progress towards goals achievement.

Makes applicable recommendations for the capital improvement program and for the purchase of materials, equipment and supplies.

Develops and evaluates special programs.

Reviews and analyzes a variety of materials, records, contracts, reports and other data and makes recommendation for change as needed.

Makes oral and written presentations.

Attends a variety of meetings and civic functions and represents the City.

Operates a personal computer and uses applicable software.

Other Duties and Responsibilities:

Performs other projects/tasks as assigned.

Drives a vehicle on City business.

Class Characteristics:

Director of Administrative Services is a single incumbent department head class and is a member of the City's executive team. The Director of Administrative Services is appointed by and reports to the City Manager and has broad responsibility for the safe, effective and efficient administration of all department activities.

Contacts and Relationships:

The Director of Administrative Services supervises division managers and professional/administrative support staff and through them all Administrative Services Department employees. The Director of Administrative Services establishes and maintains contact with and has continuing interaction with a variety of City staff to include the City Council Members, the City Manager and City department heads. Additional contact will occur with civic groups and representatives of other public and private agencies. Contact with the public will occur during some work assignments.

Qualification Guidelines:

The knowledge and abilities which are required to perform the duties and responsibilities of this class are as follows:

Knowledge of:

Municipal government and general administrative services organization, administration and operations.

Leadership and management theory and practices, effective supervisory techniques and public sector labor relations.

Municipal finance, budgeting and auditing theory, principles and practices of financial reporting.

Financial and citywide computer applications.

Laws, codes, rules and procedures which apply to municipal accounting and related legal issues.

Goal-setting methods and the design of workload and performance indicators.

Negotiating and conflict resolution techniques.

Public relations and customer service techniques.

Effective methods of making oral and written presentations.

AND

Ability to:

Provide leadership for the City's Administrative Services Department staff and programs.

Formulate and administer an effective City-wide fiscal management program.

Analyze problems and recommend and implement effective solutions.

Select, train, motivate, supervise and evaluate assigned staff.

Initiate and carry out required procedural assignments and use independent judgment and initiative.

Work within, interpret and apply applicable laws, City and department rules and regulations.

Resolve conflict situations in a fair and amicable manner.

Establish and maintain effective relationships with those contacted in the course of work.

Think clearly, logically and rationally under pressure, adhere to multiple deadlines and handle multiple projects.

Communicate effectively orally and in writing.

Prepare clear and comprehensive reports and make effective presentations.

Operate a personal computer and use applicable software.

Meet the public with courtesy and tact.

A typical way to obtain the knowledge and abilities is as follows:

Education/Training:

A Bachelors Degree in Finance, Management, Business Administration, Public Administration or a related field from an accredited college or university.

AND

Experience:

Eight years of recent, continuous, progressively responsible municipal management or finance related experience, including three years at the mid-management level in an organization comparable to Fullerton in terms of the scope of activity.

Special Requirements:

Valid and appropriate California Drivers License and acceptable driving record at time of appointment and throughout employment in this position.

Must be able to work flexible and extended hours to accommodate City needs.

The City of Fullerton's Conflict of Interest Code requires that the Director of Administrative Services file financial disclosure statements in accordance with state and local laws.

The City of Fullerton's Municipal Code requires that the Director of Administrative Services, as the Director of Finance for the City file a bond with the City Clerk in the minimum penal sum of \$100,000.00. Such bond shall have the approval of the City Council and shall be filed prior to entering the position of Director of Administrative Service.

Other:

A graduate degree or some completed graduate level coursework in Finance, Management, Business Administration, Public Administration or a related field from an accredited college or university is preferred but not required.

Physical Tasks and Working Conditions Include the Following:

Work is performed primarily indoors in an office environment. The incumbent uses a computer, keyboard and related equipment, sits, stands, walks, twists, kneels, crouches, reaches, bends and grasps and may operate a vehicle on City business. The incumbent must be able to meet the physical requirements of the class and have mobility, balance, coordination, vision, hearing and dexterity levels appropriate to the duties to be performed.

Fair Labor Standards Act Designation: Exempt – Executive.

Revised December 2004

Revised June 1995

Fullerton, CA Municipal Code

2.33.010 Personnel system established.

A personnel system is established for the selection, employment, advancement, discipline and compensation of all appointive officers and employees. This system shall be implemented under conditions of competitive merit, political neutrality and equal opportunity, pursuant to rules adopted by resolution of the City Council and regulations adopted by the City Manager. (Ord. 2836 (part), 1993: Ord. 1509 § 1 (part), 1967).

2.33.020 Applicability.

The personnel system shall apply to all employees, as defined by resolution, in all departments, and shall be consistent with Chapter 2.09. (Ord. 2836 (part), 1993: Ord. 1509 § 1 (part), 1967).