



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

March 8, 2022

SUBJECT: Council Consideration and Adoption of Resolution No. 08-22 approving an Employment Agreement with Mellie Deano for position of Finance Director

PREPARED BY: Jim Goodwin

Recommendation

Staff recommends adopting Resolution No. 08-22 approving the Employment Agreement as presented.

Background/Discussion

Mellie Deano has been selected as the new Finance Director for the City of Wheatland. The attached employment agreement defines the terms of that engagement.

The agreement is for two years effective March 7, 2022 and terminates February 29, 2024 if not extended by action of the City Council.

Alternatives

The City Council may choose not to approve the proposed Employment Agreement.

Fiscal Impact

No impact as the position is funded in the current budget.

Attachments

1. Resolution No. 08-22
2. Mellie Deano Employment Agreement

RESOLUTION NO. 08-22

**APPROVING EMPLOYMENT AGREEMENT WITH MELLIE DEANO FOR SERVICE
AS CITY OF WHEATLAND FINANCE DIRECTOR**

WHEREAS, from time to time positions must be filled within the City of Wheatland workforce; and

WHEREAS, there is a vacancy in the position of Finance Director; and

WHEREAS, the City Manager, as the Appointing Authority for the City of Wheatland, has selected Mellie Deano to fill the vacancy, and

WHEREAS, the attached Employment Agreement provides the specific employment terms.

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Wheatland approves the employment agreement with Mellie Deano and directs the City Manager to execute the agreement.

PASSED AND ADOPTED by the City Council of City of Wheatland, State of California this 8th day of March 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rick West, Mayor

ATTEST:

Lisa J. Thomason, City Clerk

**AGREEMENT BETWEEN CITY OF WHEATLAND
AND MELLIE DEANO FOR FINANCE DIRECTOR SERVICES**

This Agreement is made and entered into this 7th day of March 2022, by and between the City of Wheatland, a municipal corporation ("City"), and Mellie Deano, an individual ("Employee"), who agree as follows:

1. **Employment.** City hereby appoints and employs Employee as Finance Director of the City, and Employee hereby accepts such employment, on and subject to the terms and conditions of this Agreement.

2. **Term.** This Agreement shall remain in effect until February 29, 2024 unless sooner terminated as provided by the termination provision below.

3. **Duties.** Employee shall perform those duties and have those responsibilities that are commonly assigned to a finance director of a city in California, and as further set forth in the Wheatland Municipal Code. Employee also shall perform such other duties and responsibilities assigned by the City Manager from time to time. Employee shall at all times act in the best interests of City and perform her duties in a competent and professional manner.

4. **Hours of Work.** Employee acknowledges that her position is a part-time position. It is anticipated that Employee shall work between 24 – 30 hours per week, depending on City needs. Employee shall maintain a schedule of hours actually worked and provide a monthly report of hours worked to the City Manager. Employee shall not work more than 40 hours in any workweek.

5. **Compensation and Benefits.**
 - (a) For all services rendered by Employee under this Agreement, City shall pay to Employee a salary in the amount of \$83.00 per hour. Salary shall be paid at the times and in the same manner as other City employees are paid.

 - (b) Employee shall not be compensated for overtime hours worked or otherwise earn or be entitled to compensatory time off for hours worked in excess of eight hours per day or 40 hours per week. Employee shall accrue the minimum sick leave required by California state law.

 - (c) Employee's employment shall be governed by the current City Personnel Rules and Regulations Manual, as such rules and regulations may be amended by City from time to time, provided, however, that the Manual's employee benefit provisions shall not apply to Employee unless provided for in this Agreement. If any term or condition of this Agreement is in conflict with a term or condition in the Personnel Rules and Regulations Manual, the provision in this Agreement shall govern. If any term or condition of this Agreement is inconsistent or in conflict with a federal or state law, the law shall govern.

 - (d) Employee shall receive a stipend for cell phone service as provided to the city's miscellaneous employees.

(e) City shall provide a group life insurance policy not to exceed \$75,000 as provided to the city's miscellaneous employees.

(f) Employee shall be allowed to participate in the 457 deferred compensation plan established by the City under the same terms as City's regular employees are allowed to participate. Employee shall not be eligible for any "matching" contributions by City.

(g) Employee is eligible to participate in City's dental and vision insurance programs, however, Employee will pay the full cost of participation in the program.

(h) Employee shall have five paid personal holidays each calendar year which must be used between January 1 and December 31 of the same year.

(i) City shall budget for travel and conference expenses in order for Employee to attend official meetings, conferences and occasions reasonably adequate for Employee to continue her professional development and to reasonably pursue necessary official and other functions for City. Use of such allowance shall be at the discretion of Employee. Notwithstanding the above, the number of conferences or meetings that City shall pay for Employee to attend each year shall be at the discretion of the City Manager.

6. Ownership of Documents. Every document, report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by Employee during the term of her employment (the "Work") shall be the property of City. City shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work and prepare derivative and additional documents or works based on the Work without further compensation to or permission from Employee.

7. Termination. This Agreement may be terminated prior to its expiration date in any one of the following ways:

(a) By mutual agreement of the parties, expressed in writing.

(b) By Employee, upon giving City not less than 30 days prior written notice of his election to resign from employment and terminate this Agreement.

(c) By Employee's death.

(d) By City, for cause, upon giving to Employee written notice of immediate termination. The written notice of termination shall specify (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement for cause, and (2) the opportunity of Employee to meet with the City Manager on the reasons for her termination. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes City operations; conduct that tends to bring discredit to City; conduct unbecoming an employee in public service; mishandling of City funds; any intentional misrepresentation or fraud in connection

with the performance of his duties; theft of City property; violation of law; violation of the City's Personnel Rules and Regulations Manual; or a material breach of this Agreement.

(e) By City, upon action of the City Manager, without cause, upon giving Employee 30 days prior written notice of termination.

8. Entire Agreement. The parties intend this writing to be the sole, final, complete, exclusive and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced in this Agreement.

9. Notices. Any notice to be given to Employee shall be sufficiently served if given to him/her personally, or if deposited in the United States Mail, regular pre-paid mail, or an established overnight delivery courier service, addressed to the Employee's most recent residence address as shown on the City payroll records. Any notice to be given to City shall be addressed and delivered or mailed to the City Manager at City Hall.

10. Successors and Assigns. This Agreement is personal to Employee. Employee may not transfer or assign the Agreement or any part of it. Subject to this restriction on transfer and assignment, this Agreement shall bind, and inure to the benefit of, the successors, assigns, heirs and legal representatives of the parties.

11. Amendments. This Agreement may be amended only by a subsequent writing approved and executed by both parties. Any amendment by City must be approved by the City Council and signed by the City Manager and City Clerk. Individual City Council members do not have the authority, express or implied, to amend, modify, waive, extend or in any way alter this Agreement or the terms and conditions of Employee's employment.

12. Waiver. The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

13. Construction and Interpretation. The parties agree and acknowledge that this Agreement has been arrived at through negotiation and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

14. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

15. Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. The County of

Yuba will be venue for any state court jurisdiction and the Eastern District of California will be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

CITY OF WHEATLAND

EMPLOYEE

Jim Goodwin, City Manager

Mellie Deano

Attest:

Lisa J. Thomason, City Clerk