

**CITY OF PORTOLA  
INTERIM CITY MANAGER  
EMPLOYMENT AGREEMENT**

This Agreement made this 10<sup>th</sup> day of April 2024, between the CITY OF PORTOLA, Plumas County, California, herein referred to as “Employer”, and SUSAN SCARLETT, herein referred to as “Employee”. Employer and Employee may also be referred to herein as “Party” or “Parties”.

Employee is willing to be employed by Employer, and Employer is willing to employ Employee, on the terms, conditions, and in consideration of the mutual covenants and promises of the Parties, as hereafter set forth.

1. TERM.

Employer hereby employs Employee as Interim City Manager of the City of Portola and Employee hereby accepts and agrees to the employment and agrees to serve and perform in that capacity as directed by the City Council of the City of Portola. This Agreement shall be in effect beginning on the 1<sup>st</sup> day of April 2024, the “Effective Date” for a period of six months and ending on the 30<sup>th</sup> day of September 2024, unless the City has not hired and onboarded a new regular City Manager by the 30<sup>th</sup> day of September 2024, in which case this Agreement shall continue to be in effect on a month-to-month basis thereafter until the City has hired and onboarded a new regular City Manager. This Agreement may be extended, renewed or terminated by mutual agreement of the Parties.

2. TERMINATION OF EMPLOYMENT.

(a) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employer to terminate the services of Employee or this Agreement, at any time for any reason during the Term of this Agreement.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign, at any time, from her position with the City.

(c) The Parties acknowledge that applicable laws, statutes, ordinances, policies and regulations may prescribe specific procedures to be followed by either Party in the event a decision is made to terminate the employment relationship.

(d) In the event Employee voluntarily resigns her position with Employer, the Employee shall give Employer sixty (60) days' notice, in advance.

3. SEVERANCE PAY.

Employee is not entitled to any severance pay upon termination of the employment relationship, regardless of whether the Employer or Employee terminated the employment or whether the termination was for cause or without cause.

4. DESCRIPTION OF EMPLOYEE'S DUTIES.

Subject to the supervision and pursuant to the orders, advice, and direction of the City Council, Employee shall perform the duties prescribed by the Employer, those of the City Manager as set forth in the Portola Municipal Code and those prescribed by the laws of the State of California and shall perform such other duties as are customarily performed by one holding such position of the same or similar nature as that engaged in by Employer. Employee shall additionally render such other and unrelated services and duties as may be assigned to Employee from time to time by Employer.

5. MANNER OF PERFORMANCE OF EMPLOYEE'S DUTIES.

Employee shall at all times faithfully, industriously, and to the best of her ability, experience, and talent, perform all duties that may be required pursuant to the express and implicit terms hereof in compliance with the City of Portola ordinances and policies and applicable state and federal law, to the satisfaction of Employer. Such duties shall be rendered at Quincy and Portola and at such other place or places as Employer and Employee agree.

6. COMPENSATION; REIMBURSEMENT.

(a) Employer shall pay Employee and Employee agrees to accept from Employer, in full payment for Employee's services as described herein, the sum of Ten Thousand Dollars (\$10,000.00)

per month, less withholdings and taxes required by law, payable on the first scheduled pay day of each month at the same time other monthly salaried City employees are paid, starting April 2024.

(b) Employee shall be entitled to the reimbursement of expenses necessarily incurred by her in the discharge of her duties in accordance with City policies.

(c) Regardless of any City policy, Employee shall not earn or accrue any benefits except for those expressly set forth in the Agreement.

7. PERFORMANCE AND SALARY EVALUATION.

The Employer may review and evaluate the performance salary of the Employee periodically during the Term of this Agreement.

8. MISCELLANEOUS COVENANTS AND CONDITIONS.

Employee shall devote as much of her time, attention, knowledge, and skill to the City and interests of Employer necessary to fully and faithfully perform and discharge the duties of the Interim City Manager.

9. NON-DISCLOSURE OF INFORMATION CONCERNING BUSINESS.

Employee will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters detrimentally affecting or relating to the business of the City without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important.

10. CONTRACT TERMS TO BE EXCLUSIVE.

This written Agreement contains the sole and entire agreement between the Parties. It supersedes any and all other employment agreements between the Parties. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each Party acknowledges that the Party has relied on its own judgment in entering into the Agreement. The Parties further acknowledge that any

statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with the dealings of the other.

11. WAIVER OF MODIFICATION.

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the Parties arising out of or affecting this Agreement, or the rights or obligations of any Party hereunder, unless such waiver or modification is in writing duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

12. AGREEMENT GOVERNED BY LAWS OF THE STATE OF CALIFORNIA.

This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted. Any action to enforce or interpret the terms of this Agreement shall be commenced and maintained in the County of Plumas, California.

13. GENERAL PROVISIONS.

If any provision, or any portion thereof, contained in this Agreement is held unlawful, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The Parties agree to immediately renegotiate any part or provision in this Agreement rendered or declared invalid.

15. BINDING EFFECT.

This Agreement shall be binding on and inure to the benefit of the respective Parties and their respective heirs, legal representatives, successors, and assigns.

Executed at Portola, California, on the date first above written.

Employer

Employee

CITY OF PORTOLA

By: \_\_\_\_\_  
Pat Morton, Mayor

\_\_\_\_\_  
Susan Scarlett

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

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

Approved as to Form:

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

\_\_\_\_\_  
Steven C. Gross, City Attorney