

LIBRARY DIRECTOR EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into this 25th day of May, 2017 by and between the City of Fullerton, a municipal corporation (hereafter "City"), the Fullerton Library Board of Trustees (hereafter "Board"), and Judith Booth (hereafter referred to as "Booth").

RECITALS

The City and Board desire to retain the services of Booth as the Library Director, to serve at the direction of the Board and the City Manager of the City of Fullerton (hereinafter referred to as "City Manager"), consistent with Chapters 2.09 and 2.16 of the Fullerton Municipal Code.

It is the desire of the City and the Board to provide certain benefits, establish certain conditions of employment, and set certain working conditions of the Library Director.

The City and the Board desire to 1) secure and retain the services of Booth and to provide inducement for Booth to remain in such employment, and 2) to make possible full work productivity by assuring Booth's morale and peace of mind with respect to future security.

AGREEMENT

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

1. Duties

City and Board hereby agrees to employ Booth as Library Director beginning May 26, 2017 to perform the functions and duties of the Library Director and to perform other permissible and proper duties and functions consistent with the position of the Library Director, as the Board and City Manager shall from time to time assign.

2. Term and Conditions

A. This Agreement supplements all policies, rules, regulations, procedures and benefits which apply to Executive employees,

including but not limited to the resolution setting compensation parameters and other benefits for Executive employees (hereafter referred to as Executive Compensation Resolution) as it may from time to time be amended by City Council action, which shall also apply to Booth. Where the City's policies et al conflict with the provisions of this Agreement, the provisions of this Agreement shall prevail. A copy of the current Executive Compensation Resolution (Resolution 2011-90) is attached hereto as Exhibit "A".

- B. The above subparagraph A notwithstanding, Fullerton Municipal Code sections 2.33.010 and 2.33.020 (current version attached hereto as Exhibit "B") shall not apply to Booth with respect to the City's disciplinary and appeals procedures. Booth serves at the pleasure of the City and Board and may be discharged without cause provided that she is given six months written notice. As an alternative to such notice, Booth 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 Booth and her dependents are covered at the time of her separation. The above stated requirements for six months written notice or lump sum cash payment and payment for COBRA coverage shall not apply if Booth is discharged as a result of an act of moral turpitude or conviction of a felony.
- C. If Booth voluntarily retires or resigns, she shall give the City and Board ninety (90) calendar days written notice in advance, unless the parties otherwise agree.

3. Work Schedule

Booth will work a minimum of a forty (40) hour workweek. The precise daily schedule is subject to determination by the Board and the City Manager based on the City's and Library's business needs.

4. Salary

City and Board agree to pay Booth a base salary for services rendered, no less than \$120,000 per year.

5. Leave Benefits

- A. Booth will accrue vacation at the rate allowed for executive employees based on her years of service calculated using her hire date as a regular City employee on December 17, 2005.
- B. Booth will carryover her accrued balances of sick leave and vacation leave.
- C. Booth's remaining Management Leave for the 2016/2017 fiscal year will be converted to Executive Leave. In addition, Booth will receive 16 hours additional Executive Leave to be used by the end of the 2016/2017 fiscal year. Thereafter, Booth will be entitled to the Executive Leave benefits set forth in the Executive Compensation Resolution.

6. 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 Booth except on the same basis as may be applicable to all executive management employees of the City. This may be done regardless of the provisions of Section 4 above. Booth acknowledges that reduction of benefits applicable to executive employees may be implemented by the City Council beginning the 2017-2018 fiscal year. Booth acknowledges and agrees any such across-the-board reduction will apply to her to the extent allowed under applicable law.

7. Indemnification

City shall defend, hold harmless and indemnify Booth 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 Library Director in accordance with the provisions of California Government Code 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.

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

Booth 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 Booth in any such liability claim, demand or legal action. In that regard, Booth 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 Section 7 shall survive the termination of the Agreement.

8. Other Terms and Conditions of Employment

The Board and the City Manager, in consultation with Booth, shall establish any other terms and conditions of employment from time to time, relating to the performance of Booth, 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.

9. 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 and Board:

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

To Booth:

Judith Booth
(on file with Human Resources)

10. General Provisions

A. The text herein shall constitute the entire agreement between the parties.

- B. This Agreement shall become effective May 26, 2017 or upon successful completion of a Post-Offer of Employment Physical, whichever occurs latest.
- C. If any provision or portion thereof contained in this Agreement is held unconstitutional, 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.
- D. 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 attorneys' fees and costs as fixed by the Court.

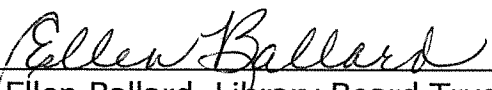
In witness whereof, the City has caused this Agreement to be signed and duly executed on its behalf by its Interim City Manager, the Board has caused this Agreement to be signed and duly executed on its behalf by its President, and Booth has signed and executed this Agreement, to be effective on the date and year first written above.

THE CITY OF FULLERTON

By: 
Allan Roeder, Interim City Manager

Date: 5/26/17

THE FULLERTON LIBRARY BOARD OF TRUSTEES

By: 
Ellen Ballard, Library Board Trustee President

Date: 5/25/2017

JUDITH BOOTH

By: 
Judith Booth, Library Director

Date: 5/19/17