

**EMPLOYMENT AGREEMENT FOR CITY ENGINEER
BETWEEN THE CITY OF NEVADA CITY AND BRYAN K. McALISTER**

THIS AGREEMENT is made and entered into this 7th day of December, 2015, by and between the City of Nevada City, a Municipal Corporation, ("City") and Bryan K. McAlister, PE, PLS, individually, ("Engineer").

WITNESSETH

WHEREAS, City desires to employ the services of Bryan K. McAlister, a principal in Sierra Land Solutions, Inc., individually for a part-time position as City Engineer and provide him inducement to remain in such employment; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of said employee; and

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. **TERM.** Employment of Engineer shall be "at will", commencing his part-time employment pursuant to this Agreement on December 9, 2015, and continuing until termination or resignation as provided in Paragraph 8.
2. **STATUS.** Each party acknowledges that the rights and obligations of public employees pursuant to Government Code Sections 1000 et seq. remain fully applicable to Bryan K. McAlister as Engineer under this Agreement.
3. **INDEMNIFICATION.** To the maximum extent permitted by law, City shall defend, save harmless and indemnify Engineer against any tort, professional liability claim or demand, or any other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the course and scope of performance of his functions and duties as City Engineer undertaken pursuant to this Agreement. City shall hold Engineer harmless against any claims, damages and expenses, including reasonable attorney's fees, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising from the course and scope of employment to the same extent as City would be required by law to do for any City Engineer employed by the City. City may compromise and settle any such claim or suit, and pay the amount of all settlements or judgments rendered thereon, when, in the judgment of City such is the most advisable course of action, but in any event, City will defend and indemnify Engineer. This provision shall survive any termination or resignation of Engineer or expiration of this Agreement.

4. DUTIES. The City Engineer shall devote such time as needed (approximately 20-40 hours per week), to performing the functions and duties necessary for the part-time position of Engineer for the City. The scheduling of these hours is flexible and may be modified as necessary to accommodate the needs of the City and the Public Works Department. Engineer shall perform all duties, responsibilities, and functions specified in the City's job description for City Engineer and such other proper duties as assigned by, and subject to review and evaluation of, the City Manager. Notwithstanding provisions to the contrary in the City job description for City Engineer, Engineer shall be under the general limited supervisory control of the City Manager with relative independence and latitude for exercising independent judgment and initiative within the scope of oral and written instructions and established policies, guidelines, and procedures consistent with professional engineering practice and in accordance with all applicable requirements of federal, state, and local law and current codes and criteria. This may include duties performed at the City governmental offices or other location on City business.
5. COMPENSATION. The monetary compensation payable to the Engineer for his services hereunder shall be **Forty Dollars (\$40.00) per hour**, subject to cost of living increases per the standard annual agreement with other City management employees. Said payments shall be paid in installments according to current City practice. City will deduct and pay from Engineer's compensation all Federal, State, and Social Security taxes required by law. **City will also provide Engineer with health insurance (100% coverage for Engineer, 75% coverage for dependants)** per the City annual plan for all employees, subject to 50/50 sharing on any annual premium increases. Engineer shall also be entitled to paid time off for holidays, **vacation and administrative leave available to City management employees**, to be accrued at a percentage of the full-time equivalent using a mutually agreeable method based upon either average estimated hours with periodic adjustments or actual hours. City shall not provide any other benefits not expressly provided in this Agreement. or SK
6. OTHER BENEFITS. City will provide Engineer Worker's Compensation coverage as would be provided a City Engineer regularly employed by the City. City shall also pay for the following City Engineer employment related expenses, subject to any stated limitations:
- a. **cell phone (not to exceed \$40.00/month);**
 - b. **annual professional licenses (currently \$325.00 bi-annually, limited to half);**

- c. AutoCAD and civil/survey software subscriptions (owned by Sierra Land Solutions, annual cost to renew of \$750.00, limited to half);
 - d. Training or conferences related to employment as City Engineer as approved in advance by the City Manager for partial reimbursement (e.g. Caltrans local assistance, limited to half) payable by reimbursement from receipts or by stipend at City's discretion; and
 - e. Contributions for CalPERS retirement benefit for 2% @ 62 with employee contributions being 50% of normal cost which may change annually.
7. VEHICLE. In lieu of providing Engineer with use of a City vehicle, City shall pay a mileage reimbursement to Engineer for use of his personal vehicle for City business, based on the standard City travel policy. Such reimbursement shall fully compensate Engineer for use of his personal vehicle on City business and Engineer shall be responsible for providing fuel, liability, property damage, and comprehensive insurance, and for the maintenance, repair and regular replacement for his personal vehicle out of said mileage reimbursement.
8. TERMINATION. Employment of Engineer is at will and subject to termination at the discretion of City Manager or resignation by Engineer, provided that any termination or resignation shall be upon advance written notice of Sixty (60) days, or such longer period as City may request.
9. SEVERABILITY. Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, term and provisions hereof shall remain in full force and shall in no way be invalidated, impaired, or effected thereby.
10. NOTICES. Notices to be given under this contract may be mailed or delivered to the City at 317 Broad Street, Nevada City, CA 95959 and to Engineer at City Hall or his business at Sierra Land Solutions, Inc., 350 Crown Point Circle, Ste. 260, Grass Valley, CA 95945.

IN WITNESS WHEREOF, the parties have executed this contract this 14th day of December, 2015 at Nevada City, California.

CITY OF NEVADA CITY

ENGINEER

M. ...

Greg - M. ...