

**AGREEMENT WITH ROBERT PERRAULT FOR
CITY MANAGER SERVICES**

This Agreement is made and entered into at Greenfield, California this ___ day of _____ 2016 by and between the City of Greenfield ("City") and Robert Perrault ("Perrault"). This Agreement (the "Agreement") shall have an effective date of October 2, 2016 ("Effective Date").

RECITALS

WHEREAS, the City requires the services of a person with proven executive and administrative qualifications to fill the position of City Manager on an interim basis until a permanent appointment can be made; and

WHEREAS, the City Council finds that this position requires specialized skills; and

WHEREAS, the City, acting by and through its City Council, desires to employ the services of Perrault as Interim City Manager on an interim basis for a period not to exceed nine hundred-sixty (960) hours in a fiscal year, and to appropriately compensate him for such services in compliance with relevant law;

WHEREAS, the City of Greenfield desires to appoint Perrault as a retired annuitant to the position of Interim City Manager under Government Code Sections 7522.56 and 21221 (h) effective October 2, 2016, and

WHEREAS Government Code Section 2122 (h) allows a retired person to serve in an interim position during a recruitment for a permanent position that requires specialized skills, and

WHEREAS Perrault has demonstrated through experience and work history that he possesses the required specialized skills;

NOW, THEREFORE, in consideration of this Agreement, and the mutual promises, covenants and stipulations contained herein, the parties hereto agree as follows:

TERMS

1. **Appointment.** The City agrees to employ and appoint Perrault to the position of Interim City Manager for the City of Greenfield, California, on an interim basis beginning on October 2, 2016. City shall confer upon and delegate to Perrault all of the duties, powers, and responsibilities of City Manager as the same are set forth in the City of Greenfield Municipal Code, and the ordinances, resolutions, policies, rules and regulations as from

time to time are existing thereunder (“the Services”). Perrault accepts employment as Interim City Manager and agrees to serve, as such. Perrault agrees that he can be appointed to this position only once as a PERS retired annuitant.

2. Compensation.

- A. The City agrees to pay Perrault a rate of Seventy-three dollars and twenty cents (\$73.20) per hour for each hour of services performed (“the Hourly Rate”). Such payment, which shall be compensation for his services as Interim City Manager, shall be in effect for the term of this Employment Agreement unless modified by mutual agreement of the parties set forth in writing. Said compensation shall be payable to Perrault at the same time and in the same manner as provided for other exempt employees of the City. Said compensation does not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a publicly available pay schedule for the vacant position divided by 173.333 to equal an hourly rate.
- B. The Hourly Rate is the maximum compensation to which Perrault will be entitled under this Agreement, unless this Agreement is modified in accordance with its terms.

3. Term; Services

- A. This Agreement shall start on October 3, 2016 and continue through March 1, 2017 unless terminated earlier in accordance with the terms of this agreement. Perrault will work approximately 40 hours per week unless the needs of the job require him to work more or fewer hours each week. The parties intend that Perrault will generally not work on Fridays. In no event shall Perrault work more than nine hundred-sixty (960) hours in a fiscal year, unless otherwise consistent with Government Code section 21221.
- B. Because positive and confidential relations are necessary between the City Manager and the City Council, Perrault understands and agrees that he serves at the pleasure of the City Council and may be terminated at the will of the City Council, subject only to the notice and termination provisions set forth herein. In a like manner, nothing in this Agreement shall prevent, limit, or otherwise interfere with Perrault’s right to resign at any time from the position of Interim City Manager, subject only to the notice provisions set forth herein.
- C. In the event Perrault voluntarily resigns his position as Interim City Manager, he shall give the City thirty (30) days written notice in advance, unless the parties agree otherwise.

4. Employment Working Conditions.

- A. Perrault shall provide the City with a report of hours worked by way of a weekly timesheet.
- B. During the first 60 days of his employment, Perrault shall conduct an organizational assessment of the City's management functions including but not limited to financial systems, personnel policies, risk management policies, public outreach and communication and community building and report his findings to the City Council with recommendations for improvement.
- C. Taxes and other legally required deductions will be deducted from Perrault's compensation under this Agreement. Actual payments to Perrault for performance of the Services will be made at the same time as for regular City employees, and will be the net of compensation at the Hourly Rate less legally-required deductions.
- D. The parties agree that the position of City Manager is an exempt position under the terms of the federal Fair Labor Standards Act, and that therefore no overtime will be paid under this Agreement.
- E. Perrault agrees to remain an exclusive employee of the City during the term of this Agreement. Perrault shall dedicate his full energies and qualifications to his employment as Interim City Manager, and shall not engage in any non-City connected business or employment without the prior approval of the City Council expressed in a resolution adopted by the City Council. Perrault represents that these additional activities will not interfere with his duties as Interim City Manager of Greenfield.
- F. Perrault shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Perrault shall complete all disclosure forms required by law.
- G. It is further understood and agreed that because of the duties of City Manager on behalf of the City and its citizenry, Perrault shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Greenfield, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior written consent of the City Council. For and during the term of this Agreement, Perrault further agrees, except for any personal residence used as his personal residence, not to invest in any other real estate or property improvements within the corporate

limits of the City of Greenfield, without the prior written consent of the City Council.

5. Termination.

- A. The City Council may terminate Perrault's employment as Interim City Manager at any time, with or without cause, and with or without notice. In the event Perrault is terminated from his position as Interim City Manager, the City shall pay for Perrault's time already expended as Interim City Manager. The City shall have no other obligations to Perrault.
- B. The Parties agree that Perrault's employment pursuant to this Agreement is "at-will" in accordance with California Labor Code Section 2922, and may be terminated by either party without cause in accordance with this paragraph. This Agreement contains no express or implied promise to Perrault concerning any form of continued employment as Interim City Manager, or as permanent City Manager. Perrault agrees that the City has made no representation, promise or statement that may be construed to mean that Perrault has been employed on any basis other than an at-will basis in accordance with this Agreement. Perrault's temporary, at-will employment status may only be changed or superseded by a subsequent written agreement signed by authorized representatives of both Parties. This Agreement is the sole and exclusive basis for an employment relationship between Perrault and the City.
- C. The Parties agree that Perrault holds no property right in his employment by the City of Greenfield.

6. Defense and Indemnification. The City shall defend and indemnify Perrault against any claim or action against him for injury arising out of an act or omission occurring within the scope of his employment as set forth in Section 1 of this Employment Agreement pursuant to the provisions of the California Tort Claims Act (Govt. Code Sec, 810 et seq.), as amended from time to time, except to the extent caused by any willful, intentional or reckless conduct. Perrault's conviction for any felony or a misdemeanor involving moral turpitude also shall be a basis for City's exemption of this indemnification.

7. Waiver and Release Concerning Additional Compensation.

- A. The Parties understand and agree that the consideration specified in Paragraph 2, above, is the sole compensation to which Perrault will be entitled for performance of the Services pursuant to this Agreement. By signing this Agreement, to the maximum extent allowed by law, Perrault, on behalf of himself and his heirs, estate, executors, managers, successors and assigns waives, releases and

discharges the City and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all compensation or consideration in addition (“Additional Compensation”) to that specified in Paragraph 2, above, concerning Perrault’s performance of the Services.

B. Except as may otherwise be required by law, the “Additional Compensation” waived, released and discharged pursuant to this provision includes, but is not limited to, compensation in the form of benefits pursuant to the Public Employees Retirement System (“PERS”) concerning performance of the Services, and any and all other compensation or benefits that may otherwise be due Perrault concerning performance of the Services pursuant to the City of Colusa Personnel Rules or applicable law.

8. Waiver and Release of Rights Concerning Termination or Expiration of this Agreement. By signing this Agreement, to the maximum extent allowed by law, Perrault, on behalf of himself and his heirs, estate, executors, successors and assigns waives, releases and discharges the City and its elected officials, officers, employees, agents, volunteers, attorneys, affiliated entities, successors, assigns and insurers from any and all rights Perrault may otherwise have concerning notice, hearing or other procedural rights (“Procedural Rights”) under the City of Greenfield Personnel Rules, or other applicable law, regulation or rule, concerning termination or expiration of this Agreement, so long as such termination or expiration is in accordance with the terms of this Agreement.
9. Waiver and Release of Unknown Claims. By signing this Agreement Perrault understands and agrees that the waivers and releases specified in Paragraphs 8 and 9, above, waive, to the maximum extent allowable by law, any and all existing rights and claims against the City arising from the performance of the Services concerning Additional Compensation and Procedural Rights, including those which Perrault does not know or suspect to exist in Perrault’s favor at the time of executing this Agreement which, if known by Perrault would have materially affected this Agreement. Perrault specifically waives his rights under Section 1542 of the California Civil Code, which provides that, “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”
10. Indemnification for PERS Benefits and Liability. In the event a court of competent jurisdiction or an authorized PERS representative determines Perrault to be eligible for enrollment in PERS as an employee of the City, or determines Perrault and/or the City to be liable for costs, expenses, penalties or other PERS-related liability arising from or related to Perrault’s performance of the Services pursuant to this Agreement, Perrault shall indemnify, defend and hold the City harmless for payment of any employee and/or employer contributions for PERS benefits on behalf of Perrault, as well as for the

payment of any penalties or interest or other liability concerning such contributions or other PERS-related liability that would otherwise be the responsibility of the City.

11. Notices: Any notice required or authorized to be given under the terms of this Agreement must be duly and properly given to the City or Perrault in writing and personally delivered, or if mailed first class United States mail, postage thereon fully prepaid, addressed as follows:

The CITY: Mayor and City Council
City of Greenfield
45 El Camino Real
P.O. Box 127
Greenfield, CA 93927

PERRAULT: Robert Perrault
1547 Brighton Ave
Grover Beach, CA 93433

Or such other address as either party may from time to time designate in writing to the other party.

12. Entire Agreement. This Agreement embodies the whole agreement between the parties hereto, and there are no inducements, promises, terms, conditions or obligations made or entered into by the City or Perrault than those contained herein. The foregoing provisions are understood and agreed to by Perrault.
13. Miscellaneous.
 - A. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, 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.
 - B. This Agreement shall be governed by the laws of the State of California.
 - C. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.

- D. In the event of litigation over the terms of this Agreement the prevailing party shall be entitled to attorney's fees and costs.
- E. This Agreement may be executed in counterparts containing original signatures.

[SIGNATURE PAGE FOLLOWS]

DATED:

ROBERT PERRAULT

DATED:

MAYOR

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

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