

**CITY OF CHOWCHILLA
INTERIM CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS INTERIM CITY ADMINISTRATOR EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into effective on April 9, 2019 (“Effective Date”) by and between the City of Chowchilla, a California general law city (“City”), and Rod Pruett (“Pruett”).

RECITALS

- A. City desires to employ Pruett on an interim basis pursuant to California Government Code section 21221(h) and Pruett desires to accept an appointment as Interim City Administrator of the City of Chowchilla during recruitment of and until such time as a regular City Administrator is appointed and begins employment or until Pruett has served as the interim City Administrator for 960 hour (subject to CalPERS requirements/restrictions), whichever occurs first.
- B. The City Council of the City of Chowchilla finds, in accordance with Government Code section 21221(h), that this position requires specialized skills and experience associated with city administration.
- C. Pruett is willing and fully qualified to serve as the Interim City Administrator and perform the related services for the City.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the City and Pruett agree as follows:

1. Duties. City hereby agrees to employ Pruett to serve as Interim City Administrator to perform the functions and duties authorized in applicable provisions of the Chowchilla City Code, including without limitation Section 2.08.080 of the Chowchilla City Code, and to perform such other legally permissible duties and functions as the City Council may from time to time assign or as may be necessary or desirable in Pruett’s opinion for the efficient management of the City.

Pruett shall be available for attendance at City Council and other meetings as may be necessary to adequately perform the services under this Agreement.

The parties acknowledge and understand that Pruett will be working out-of-class during the term of this Agreement. The parties further acknowledge and understand that pursuant to California Public Employees’ Retirement System (“CalPERS”) Pruett may not work more than 960 hours out-of-class. For that reason, Pruett shall keep and maintain accurate time records of his hours worked to ensure that he does not exceed 960 hours performing Interim City Administrator functions and/or duties during the term of this Agreement.

2. Term; Termination. This Agreement shall become effective only upon approval by the City Council of the City of Chowchilla at a regular City Council meeting, and after it is signed by the Mayor of the City of Chowchilla and Pruett.

(A) Pruett’s employment as Interim City Administrator shall commence on April 9, 2019, and shall continue until a permanent City Administrator is appointed by the City Council or until Pruett reaches 960 hours working out-of-class. Notwithstanding the beginning employment

date, upon the effectiveness of this Agreement, Pruett shall have immediate access to such City records as deemed necessary to effectively perform the services hereunder.

(B) Pruett shall serve at the will and pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Pruett to terminate this Agreement at any time upon submitting thirty (30) days written notice of termination to the City, or the right of the City to terminate this Agreement, with or without cause, at any time.

3. Compensation. City shall provide Pruett a 10% increase above his current base salary for his services rendered as Interim City Administrator. Payment shall be made to Pruett on the same schedule as other City employees, subject to all applicable withholdings and deductions as may be required by law or governmental regulation or ruling. Pruett shall not be entitled to severance pay, and Pruett expressly waives any and all rights with respect to severance pay.

4. Benefits. Pruett will continue to receive all employee benefits he currently receives as the City Finance Director. In addition, Pruett will receive a \$500.00 per month car allowance during the term of this Agreement.

5. Reimbursement of Expenses. Pruett shall be entitled to reimbursement for business and travel expenses incurred in the performance of his duties as Interim City Administrator, subject to applicable City ordinances and reimbursement policy. City shall reimburse Pruett for such necessary and reasonable expenses as are submitted to the City based upon expense receipts, statements, or itemized account of such expenditures.

6. Method of Performing Services. Pruett shall devote such time, interest, and effort to the performance of the services as is required to fulfill the duties of the Interim City Administrator, and Pruett will determine the method, details and means of performing the services required by this Agreement. This includes, but is not limited to, the precise hours spent in City Hall.

7. Effect of Agreement on Pruett's CalPERS Retirement Benefits. The City makes no representation regarding the impact, if any, this Agreement will or may have upon Pruett's CalPERS retirement benefits, status, duties, and/or obligations. Pruett acknowledges that in entering into this Agreement, he has not relied upon any such representation(s) (none having been made) in assessing the CalPERS-related impact of his employment or services under this Agreement. Therefore, Pruett releases the City from any and all CalPERS-related claims or liabilities that may arise in connection with his services or employment pursuant to this Agreement, except for City's obligations, if any, relating to retention of Pruett's time records or reporting of Pruett's hours worked to CalPERS.

8. FLSA Exempt Status. Pruett agrees and acknowledges that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

9. Relationship between the Parties. The parties to this Agreement agree that Pruett is an at-will interim employee serving at the pleasure of the City Council. This Agreement does not create any property interest in continuing employment, nor does this Agreement create any expectation of continuing employment, except that should Pruett apply for and not be appointed to the position of Permanent City Administrator, then Pruett shall return to the position of Finance Director.

10. Indemnity; Liability. City shall indemnify, hold harmless and defend Pruett from any and all claims, demands, actions, losses, damages, charges, or expenses to which Pruett may be subject to arising out of, or resulting from, the performance of this Agreement and Pruett's duties hereunder as Interim City Administrator. Notwithstanding the foregoing, the City's obligation under this Section 10 shall not apply to any punitive or exemplary damages which may be awarded by a court against Pruett; nor shall this Section apply to liability incurred by Pruett for actions outside the scope of his services or which result from intentional or malicious conduct or gross negligence, or through the use of any personal vehicle for purposes outside the scope of his services, all as to which Pruett shall indemnify and hold City, its officers, agents and employees harmless. Pruett shall cooperate in good faith with the City with respect to the defense of any claim, demand, or action.

11. Conflict of Interest. Pruett affirms and represents that he has no financial, contractual or other interest or obligation that conflicts with or is harmful to the performance of his obligations under this Agreement. Pruett shall not knowingly obtain such an interest or incur such an obligation during the term of this Agreement.

12. Confidential Information. Pruett acknowledges and understands that in the performance of his duties, the City will disclose and entrust him with, and he will obtain, certain confidential information. Pruett shall not directly or indirectly disclose or use such confidential information at any time, whether it be in the form of records, lists, data, personnel information, drawings, plans, reports, or otherwise, of a business or technical nature, which was acquired or viewed by Pruett during the term of this Agreement unless such disclosure or use is authorized in writing by the City, required by law, or required in the performance of the duties of the Interim City Administrator. This provision shall survive the termination or expiration of this Agreement. Pruett acknowledges and understands he is subject to the provisions of the Ralph M. Brown Act in the performance of services under this Agreement.

13. Entire Agreement. This Agreement is the entire agreement between City and Pruett and supersedes all prior discussions, negotiations, commitments or understandings, written or oral, between the parties with respect to Pruett's appointment as Interim City Administrator. Each party acknowledges that no promises, representations, inducements or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied herein. No modification to this Agreement shall be effective unless reduced to writing and signed by both parties.

14. General Provisions.

A. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.

B. Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

C. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.

D. Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.


E. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument. Electronic signature pages, or facsimiles or copies of signature pages shall constitute originals and shall be binding as such.

F. Assignment. The City is entering into this Agreement by virtue of the professional experience, competence, and reputation of Pruett. This Agreement is not assignable by either the City or Pruett.


G. Voluntary Agreement. City and Pruett each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties each further represent that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with separate legal counsel of their choosing, if desired, in deciding whether to execute this Agreement, and each of the parties is fully informed as to the terms, conditions and covenants of this Agreement.

IN WITNESS WHEREOF, City and Pruett, by their signatures below, enter into this Agreement as of the Effective Date.

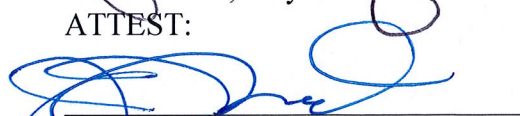
PRUETT


Rod Pruett

CITY OF CHOWCHILLA


John Chavez, Mayor

ATTEST:


City Clerk

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