

**CITY OF ROCKLIN**  
**AGREEMENT FOR EMPLOYMENT**

This Employment Agreement (“**Agreement**”) is entered into by and between the City of Rocklin (“**City**”), a general law city, and Micheal Despain (“**Employee**”), an individual, both of whom agree as follows:

1. Appointment of Interim Fire Chief:

The City Manager of the City hereby appoints Employee to the position of Interim Fire Chief, in and for the City of Rocklin, California, while the City recruits for a permanent Fire Chief.

2. Term of Agreement:

The term of this Agreement shall commence on April 4, 2020 (“**Effective Date**”), and continue until terminated pursuant to paragraphs 3 and 4, until a permanent Fire Chief is hired, or September 30, 2020, whichever occurs sooner.

3. At-Will Employment:

Employee is an “at will” employee who shall serve at the pleasure of the City Manager. Accordingly, the City Manager may terminate Employee’s employment at any time in accordance with the provisions of paragraph 5, with or without cause. Nothing in this Agreement, any statute, ordinance or rule shall prevent, limit or otherwise interfere with the right of the City Manager to terminate Employee’s employment.

4. Duties and Responsibilities:

a. Employee shall serve as the Interim Fire Chief for the City of Rocklin while the City recruits for a permanent Fire Chief, and Employee shall be vested with the powers, duties and responsibilities set forth in the Rocklin Municipal Code and California law. Employee shall perform the functions and duties specified under the laws of the State of California; the Rocklin Municipal Code; the Ordinances and Resolutions of the City; and such other duties and functions as the City Manager may from time-to-time assign.

b. Employee agrees to devote not more than forty (40) hours per week to the City’s business. The City Manager and Employee shall determine a mutually agreeable work schedule for Employee.

4. Termination of Employment:

Either party may terminate this Agreement with or without cause, by giving the other party ten (10) calendar days written notice in advance of termination. During the notice period, all the rights and obligations of the parties shall remain in full force and effect.

6. Compensation:

- a. Employee shall be paid \$111.85 per hour for his services as Interim Fire Chief. As an exempt employee, Employee is not eligible for overtime or extra compensation for work performed outside normal business hours.
- b. Employee shall be paid at the same intervals and in the same manner as other City employees.
- c. Employee shall not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

7. 960-Hour Limit

Employee shall not work more than 960 hours in a fiscal year (July 1 through June 30) for employment with all CalPERS employers combined.

8. Indemnification:

The City shall defend, hold harmless and indemnify Employee against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's performance of his duties. Such indemnity shall cover Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee.

The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. Further, any settlement by Employee must be made with the prior approval of Employer in order for indemnification, as provided in this Section, to be available.

The City's obligation to defend and indemnify Employee is contingent on Employee's cooperation with the City, and with defense counsel. In addition, the City's obligation is contingent on Employee's conduct having occurred within the course and scope of his employment.

In the event of a claim or litigation against both the City and Employee, the City may retain a single attorney to defend both parties, unless there appears to be a conflict in the positions of the City and Employee. In the event that there is a conflict between the City and Employee, then separate counsel shall be retained for each party, and Employer shall pay for both attorneys.

9. Notices:

Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows:

a. City:  
Attn: City Manager  
City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677

b. Employee:  
Micheal Despain  


Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service.

10. Miscellaneous:

- a. City will reimburse Employee for normal business expenses in accordance with City policies.
- b. Employee shall have the use of a City vehicle for official City purposes, and for commuting between his residence and his work activities.
- c. Employee shall be provided the necessary safety equipment.
- d. This Agreement does not prohibit Employee from maintaining outside employment/consulting with other agencies, provided those arrangements do not present a conflict of interest with the duties Employee performs for the City of Rocklin, and provided Employee does not work more than 960 hours per fiscal year cumulatively, for CalPERS employers.

- e. The text herein shall constitute the entire agreement between the parties. This Agreement may not be modified, except by written agreement executed by both parties.
- f. 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.
- g. This Agreement shall be governed by the laws of the State of California.
- h. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.
- i. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.
- j. This Agreement may be executed in counterparts containing original signatures.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be signed and executed on its behalf by the City Manager, and Employee has signed and executed this Agreement, on the day and year written below.

**“EMPLOYEE”**

DATED: \_\_\_\_\_, 2020

\_\_\_\_\_  
MICHEAL DESPAIN, EMPLOYEE

**“CITY”**

DATED: \_\_\_\_\_, 2020

\_\_\_\_\_  
STEVEN P. RUDOLPH, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
SHERI M. CHAPMAN, CITY ATTORNEY

ATTEST:

\_\_\_\_\_  
HOPE ITHURBURN, CITY CLERK