

CITY OF ROCKLIN

EMPLOYMENT AGREEMENT- INTERIM CITY MANAGER

This Employment Agreement (“Agreement”) for the position of Interim City Manager is entered into by and between the City of Rocklin (“City”), a general law city, and Chad Butler (“Employee”), an individual, and is effective on September 19, 2020.

Recitals

WHEREAS, Employee is employed by the City of Rocklin as the Police Chief; and

WHEREAS, the current City Manager is retiring and has resigned effective September 18, 2020; and

WHEREAS, in light of the City Manager’s resignation, the City will have a vacancy in the position of City Manager, a position for which the City is conducting a recruitment for a permanent appointment; and

WHEREAS, the City has an immediate need for an employee to temporarily perform the position of City Manager; and

WHEREAS, the City wishes to have Employee perform the City Manager duties on an interim basis.

NOW THEREFORE, the parties mutually agree as follows:

Agreement

1. Appointment and Scope of Services

Council appoints Employee Interim City Manager effective September 19, 2020, and Employee shall temporarily perform the function of that position. During the period of such appointment, Employee shall exercise all the powers and duties of the City Manager as provided in State law or delegated by City ordinance, resolution, or other action of Council. In addition to the local and state laws, policies, rules and regulations affecting the City Manager, Employee shall have the same powers, rights, and responsibilities as Chief Executive Officer, City Administrative Officer, Administrator, and/or City Administrator as those terms are used in local, state, or federal laws.

Employment as the Interim City Manager is “at will,” subject to the terms of this Agreement. Employee shall perform said duties at the pleasure of the City Council. Employee will report to and receive policy direction from the City Council during the term of this interim appointment.

When the Interim City Manager appointment is terminated, Employee will return to and continue in his regular position as Chief of Police for the City of Rocklin.

2. Compensation and Work Schedule

- A. Salary. City agrees to compensate Employee with a ten percent increase in base salary due to the additional responsibilities required of the Interim City Manager, as of the effective date of his interim appointment. The temporary upgrade pay is in addition to all other fringe benefits, retirement plans and contributions, allowances, leaves, and reimbursements Employee receives in his position as the Chief of Police. The temporary addition to Employee's salary shall not affect his Public Employees' Retirement System (CalPERS) pension, health benefits, or otherwise.
- B. Work Schedule. Employee is expected to devote necessary time, within and outside normal business hours, to the business of the City. Due to the nature of the position, it is understood that the work day and work week hours may vary. The Interim City Manager is an exempt position; Employee shall not be eligible for overtime.

3. Employment Status

- A. No Membership in Bargaining Unit. Employee understands that he is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of City employees.
- B. No Property Right in Employment. Employee understands and agrees that the terms of his employment as Interim City Manager are governed only by this Agreement and that no right of regular employment for any specific term in the position of City Manager is created by this Agreement. Employee further understands that he acquires no property interest in the City Manager position by virtue of this Agreement, that the employment as Interim City Manager is "at will," as defined by the laws of the State of California (meaning that Employee can be released from the position any time for any reason or for no reason) and that he is not entitled to any pre- or post-deprivation administrative hearing or other due process upon release from the Interim City Manager position. When the Interim City Manager appointment is terminated, Employee will return to and continue in his regular position as Chief of Police for the City of Rocklin.

- 4. Effective Date and Term of Agreement**. This Agreement shall be effective on September 19, 2020 ("Effective Date") and unless terminated earlier, is effective for six months or until the City Council appoints a new permanent City Manager, whichever occurs first.

- 5. Termination**. Employee may terminate this Agreement at any time by giving the City not less than 21 calendar days prior written notice. The City may terminate this Agreement at any time, with or without cause. When the City Council makes a permanent

appointment to the position of City Manager, this Agreement will terminate automatically on the day prior to the City Manager's start date.

6. **Position as Chief of Police.** Employee shall continue in his regular position as the Chief of Police for the City of Rocklin. This Agreement does not alter or change the terms of Employee's employment with the City of Rocklin as the Chief of Police.
7. **Non-Assignment of Agreement.** This Agreement is intended to secure the individual services of the Employee and is not assignable or transferrable by employee to any third party.
8. **Governing Law/Venue.** This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in Placer County.
9. **Enforceability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
10. **Conflict of Interest.** Employee agrees that during the term of this Agreement, he will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated or not, that would in any way conflict with, or impair Employee's ability to perform the duties described in this Agreement.
11. **Entire Agreement and Modification.** This Agreement constitutes the entire understanding of the parties hereto pertaining to the Interim City Manager temporary assignment.
12. **Support Services and Equipment.** Employee shall be provided office space and the equipment necessary to perform his duties and sufficient to fulfill obligations under this Agreement as determined by the City Council, at no cost to Employee.
13. **Reimbursement for Expenses.** Employee shall be reimbursed by City in accordance City policy for all authorized and necessary travel undertaken by Employee in performance of services pursuant to this Agreement, and within the approved City Budget.
14. **Indemnification.** During the term of this Agreement:
 - a. To the fullest extent federal, state, or local laws (including as provided by the California Torts Claims Act (Government Code section 810, et. seq.)) allow, the City must defend and indemnify Employee against and for all losses reasonably sustained by the Employee in the direct and necessary consequence of the

discharge of Employee's duties on the City's behalf for the period of the Employee's employment.

- b. To the extent required by state law, the City must defend, save harmless and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties to the City. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.
- c. Whenever Employee is sued for damages arising out of the performance of Employee's duties to the City, and to the extent required by state law, the City will provide defense counsel for Employee in such suit and indemnify Employee from any judgment rendered against Employee; provided that such indemnity must not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification will extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the Employee's capacity as Employee of City, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision will survive the termination of the Agreement and is in addition to any other rights or remedies that Employee may have under the law.

15. Notices

Notices pursuant to this Agreement must 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 Council
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Copy to: City Attorney
3970 Rocklin Road
Rocklin, CA 95677

b. Employee:

Chad Butler
(confidential address on file with Human Resources)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice will 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.

16. Crime/Abuse of Office. During the term of this Agreement, in compliance with California Government Code sections 53243, 53243.1, and 53243.2, if Employee is convicted of a crime involving an abuse of Employee’s office or position, all of the following will apply:

- A. If Employee is provided with administrative leave pay pending an investigation, Employee will be required to fully reimburse City for such amounts paid;
- B. If City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), Employee will be required to fully reimburse City such amounts paid; and
- B. If this Agreement is terminated based on actions underlying such conviction, any cash settlement related to the termination that Employee may receive from City will be fully reimbursed to the City by Employee or void if not yet paid to Employee.
- C. For purposes of this subsection, “abuse of office or position” means either (a) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (b) a crime against public justice, including but not limited to a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

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17. **Counterparts.** 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 Mayor, and Employee has signed and executed this Agreement, on the day and year written below.

DATED: _____, 2020

Chad Butler, Employee

DATED: _____, 2020

Greg Janda, Mayor, City of Rocklin

APPROVED AS TO FORM:

Sheri Chapman, City Attorney

ATTEST:

Hope Ithurnburn, City Clerk