

**RESOLUTION NO. 2018- 111**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK  
AUTHORIZING AND APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE  
CITY OF ROHNERT PARK AND JEFFREY D. WEAVER FOR  
INTERIM PUBLIC SAFETY DIRECTOR SERVICES**

**WHEREAS**, the City requires the services of an Interim Public Safety Director;

**WHEREAS**, Employee desires to serve as the Interim Public Safety Director of the City of Rohnert Park in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement;

**WHEREAS**, Employee has the necessary education, experience, skills and expertise to serve as the City's Interim Public Safety Director; and

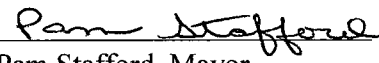
**WHEREAS**, the City Manager, as appointing power, and Employee desire to agree in writing to the terms and conditions of Employee's employment;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that the City Council authorizes and approves the Employment Agreement between the City of Rohnert Park and Jeffrey D. Weaver for Interim Public Safety Director services in substantially the same form as Exhibit "A," which is attached hereto and incorporated herein by this reference.

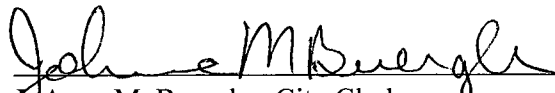
**BE IT FURTHER RESOLVED** that the City Manager is authorized and directed to execute the same for and on behalf of the City of Rohnert Park.

**DULY AND REGULARLY ADOPTED** by the City Council of the City of Rohnert Park this 14<sup>th</sup> day of August, 2018.

**CITY OF ROHNERT PARK**

  
Pam Stafford, Mayor

**ATTEST:**

  
Anne M. Buergler, City Clerk

Attachment: Exhibit A

AHANOTU: Aye BELFORTE: Aye MACKENZIE: Aye CALLINAN: Absent STAFFORD: Aye  
AYES: ( 4 ) NOES: ( 0 ) ABSENT: ( 1 ) ABSTAIN: ( 0 )

**“Exhibit A”**

**EMPLOYMENT  
AGREEMENT BETWEEN THE  
CITY OF ROHNERT PARK  
AND  
JEFFREY D. WEAVER**

**EMPLOYMENT AGREEMENT**  
**Between**  
**CITY OF ROHNERT PARK AND JEFFREY D. WEAVER**

THIS Employment Agreement (“AGREEMENT”) between the CITY OF ROHNERT PARK (“City”) and Jeffrey D. Weaver (“Employee”) is dated for reference purposes as of August 14, 2018, and is deemed effective as of August 23, 2018, the “Effective Date” set forth below.

**RECITALS**

- A. The City’s Public Safety Director has resigned from employment with the City;
- B. The City has commenced an open recruitment to permanently fill the vacant position of Public Safety Director, and publicly posted the recruitment for the position;
- C. The City is presently in need of an individual with the knowledge, skills and ability to temporarily hold the position of Interim Public Safety Director during the City’s recruitment to permanently fill the position of Public Safety Director;
- D. Employee is uniquely qualified and has the requisite specialized skills, training and experience to serve as Interim Public Safety Director for the City;
- E. The City desires to employ the specialized services of Employee as Interim Public Safety Director for the City in consideration of and subject to the terms, conditions, and benefits set forth in this AGREEMENT;
- F. Employee desires to accept temporary employment as Interim Public Safety Director of the City of Rohnert Park in consideration of and subject to the terms, conditions, and benefits set forth in this AGREEMENT;
- G. Employee represents that he is a retired annuitant of and a person receiving a benefit from the California Public Employees’ Retirement System (“CalPERS”) within the meaning of Government Code §§ 7522.56 and 21221(h), as of the effective date of this AGREEMENT. Employee acknowledges that he is restricted to working no more than a combined 960 hours for the City, a state agency, or other CalPERS contracting agencies (collectively “CalPERS Agencies”) during the City’s 2018-2019 fiscal year, or for any additional or subsequent fiscal year, and that his compensation is statutorily limited as provided in Government Code § 21221(h). Employee represents that he has not received any unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this AGREEMENT; his retirement date was more than 180

days before the effective date of this AGREEMENT as required by Government Code § 7522.56(f)(1); and that he has attained normal retirement age within the meaning of Government Code § 21220.5; and

- H. This AGREEMENT was approved by the City Council as a regular agenda item at a regular meeting held on August 14, 2018.

## **AGREEMENT**

In consideration of the above recitals and promises and conditions contained herein, the City and Employee (or collectively, the “parties”) mutually agree as follows:

### **1. POSITION AND DUTIES.**

(a) The City agrees to temporarily employ Employee, and Employee accepts temporary employment, as Interim Public Safety Director of the City of Rohnert Park to perform the functions and duties specified in the City of Rohnert Park Job Description for the Public Safety Director position, attached hereto as Exhibit A, and to perform other legally permissible and proper duties and functions as the City Manager may from time to time assign or appoint.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee 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. Prior to performing any services under this AGREEMENT and annually thereafter, Employee must complete disclosure forms required by law.

### **2. TERM.**

The term of this AGREEMENT shall be an interim period not to exceed six (6) months from the effective date specified or until terminated by either party in accordance with the provisions set forth in this AGREEMENT or by the event of the death or permanent disability of Employee.

### **3. RESIGNATION AND TERMINATION.**

(a) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position as the City's Interim Public Safety Director. Employee may terminate this Agreement by submitting written notice of his resignation to the City. Employee shall give the City fourteen (14) days written notice of his intention to resign.

(b) Employee acknowledges that he is an "at will," temporary employee who serves at the pleasure of the City Manager and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of Employee as

Interim Public Safety Director with or without cause at any time. There is no express or implied promise made to Employee for any form of continued employment. Further, nothing in this AGREEMENT is intended to, or does, confer upon Employee any due process right to a hearing or other administrative process pertaining to termination, before or after a decision by the City to terminate his employment. No terms of this AGREEMENT may be altered without an express written document signed by the Employee and the City Manager and approved by the City Council.

(c) In the event Employee is terminated with or without cause, Employee shall be entitled to only the compensation earned and reimbursement payments as may be required by law. Employee shall not be entitled to any severance benefits.

(d) If Employee is convicted of a crime involving an abuse of his office or position, as defined in Government Code Section 53243.4, the following restrictions will apply: (i) any paid leave given to Employee pending an investigation shall be fully reimbursed to the City; (ii) any funds expended by the City for the legal criminal defense of Employee shall be fully reimbursed to the City; (iii) any cash settlement paid to Employee shall be fully reimbursed. Upon conviction of a covered felony under Government Code Sections 7522.72 or 7522.74, Employee may forfeit the benefits in accordance with those sections.

(e) Employee agrees that all property, including, without limitation, all equipment, tangible Confidential Information of the City (including, but not limited to, proprietary information, as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to the City and shall be returned promptly to the City upon termination of Employee's employment with the City. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this AGREEMENT.

#### **4. COMPENSATION AND BENEFITS.**

(a) The City agrees to pay Employee for his services rendered pursuant hereto as Interim Public Safety Director an hourly rate of \$89.08 per hour, not to exceed eighty (80) hours per pay period, payable in bi-weekly installments at the same time as other employees of the City are paid and subject to all applicable payroll taxes and withholdings. The position of Interim Public Safety Director is exempt under the Fair Labor Standards Act and, therefore, no overtime pay will be paid to Employee based on hours worked.

(b) It is the intent of the Parties to compensate Employee only to the extent permitted under Government Code § 21221(h) and corresponding CalPERS regulations and policy statements.

(c) Employee will comply with all applicable CalPERS rules and regulations governing employment after retirement, including the recordation and reporting of all hours worked for the City to CalPERS as may be required. The City shall assist in any such reporting

obligation to CalPERS. Additionally, Employee shall keep the City continually informed of any hours worked by Employee for other CalPERS Agencies during the term of the AGREEMENT.

(d) Employee is a CalPERS retired annuitant and City shall not provide, and Employee is not entitled to, any benefits other than those specified herein including any of the usual and customary rights, benefits or privileges which are provided to regular employees of the City. Other than those items of compensation specifically set forth herein, Employee shall not receive any additional benefits nor shall City make any deductions from the compensation specified or provided coverage for insurance including, but not limited to, health, dental, life, or vision. Neither the City nor Employee will make contributions to CalPERS on behalf of the Employee.

## **5. INDEMNIFICATION.**

In accordance with the terms, conditions, and limitations of the Government claims Act (Gov't Code §§ 810 et seq.), the City shall 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 Employee's duties as Interim Public Safety Director. Based on its sole discretion, the City will determine whether to compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination of employment, and the otherwise expiration of this AGREEMENT for any acts undertaken or his capacity as Interim Public Safety Director, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following Employee's employment with City as Interim Public Safety Director.

## **6. CONFLICT OF INTEREST PROHIBITION.**

Employee represents and warrants to City that, to the best of his knowledge, he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with the performance of his duties under this AGREEMENT.

## **7. CONFIDENTIAL INFORMATION.**

"Confidential Information" is all non-public information pertaining to the business of City (or any City affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of the City in the course of his/her employment or otherwise produced or acquired by or on behalf of City. Confidential Information shall include, without limitation, proprietary information such as trade secrets, confidential financial data and formulae, attorney client-privileged information, confidential licensing information, software and other computer programs, copyrightable material, and other information exempt from production under the California Public Records Act and/or the Freedom of Information Act.

During his employment by City, Employee shall disclose Confidential Information only for the benefit of City and as may be necessary to perform his job responsibilities under this AGREEMENT. Following termination, Employee shall not disclose any Confidential

Information, except with the express written consent of the City. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this AGREEMENT.

## **8. GENERAL EXPENSES.**

City recognizes and agrees to pay and/or reimburse Employee for reasonable and necessary travel, subsistence and other business expenses incurred by Employee in the performance of his duties and with prior approval by the City Manager.

## **9. NOTICES.**

Any notices required by this AGREEMENT shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

TO CITY:                      City Manager  
                                    City of Rohnert Park  
                                    130 Avram Avenue  
                                    Rohnert Park, CA 94928

TO EMPLOYEE:          Jeffrey D. Weaver  
                                    Home Address on File with Human Resources

## **10. ATTORNEY'S FEES.**

In the event of any mediation, arbitration or litigation to enforce any of the provisions of this AGREEMENT, each party shall bear its own attorney's fees and costs.

## **11. ENTIRE AGREEMENT.**

This AGREEMENT is the final expression of the complete agreement of the Parties with respect to the matters specified herein and supersedes all prior oral or written understandings, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. Except as prescribed herein, this AGREEMENT cannot be modified except by written mutual agreement signed by both Parties and approved by the City Council.

To the extent that the practices, policies, or procedures of the City, now or in the future, apply to Employee, and are inconsistent with the terms of this AGREEMENT, the provisions of this AGREEMENT shall control.

## **12. ASSIGNMENT.**

This Agreement is not assignable by either the City or Employee.

### **13. SEVERABILITY.**

In the event that any provision of this AGREEMENT is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the AGREEMENT shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of the AGREEMENT.

### **14. JURISDICTION AND VENUE.**

This AGREEMENT shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Sonoma County, California.

### **15. NO WAIVER OF DEFAULT.**

The failure of any party to enforce against another party any provision of this AGREEMENT shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this AGREEMENT.

### **16. EFFECTIVE DATE.**

This AGREEMENT shall be deemed effective on August 23, 2018.

### **17. INTERPRETATION.**

**This AGREEMENT shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this AGREEMENT shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this AGREEMENT. Captions are used for reference purposes only and should be ignored in the interpretation of the AGREEMENT.**

### **18. EXECUTION IN COUNTERPARTS.**

**This AGREEMENT may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.**

### **19. ACKNOWLEDGMENT.**

Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this AGREEMENT, that he read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his judgment and not on any representations or promises other than those contained in this AGREEMENT.

IN WITNESS WHEREOF, the City has caused the AGREEMENT to be signed and executed on its behalf by its City Manager. It has also been executed by Employee on the date first above written.



CITY OF ROHNERT PARK

By: \_\_\_\_\_  
Darrin Jenkins  
City Manager

Per Resolution No. 2018-\_\_ adopted by the  
Rohnert Park City Council on August 14,  
2018

By: \_\_\_\_\_  
JoAnne Buergler  
City Clerk

EMPLOYEE

By: \_\_\_\_\_  
Jeffrey D. Weaver

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michelle Marchetta Kenyon  
City Attorney