

RESOLUTION NO. 2013-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING EMPLOYMENT AGREEMENT BETWEEN CITY OF ROHNERT PARK AND DARRIN JENKINS FOR INTERIM CITY MANAGER SERVICES

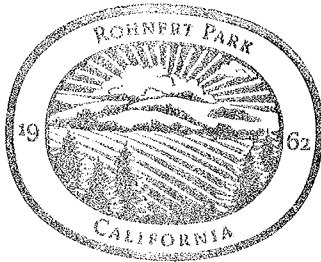
WHEREAS, the City Council wishes to enter into An Employment Agreement with Darrin Jenkins to perform the duties of Interim City Manager;

WHEREAS, Darrin Jenkins possesses the skills and expertise necessary to perform these services;

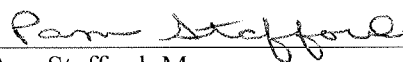
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that the City Council authorizes and approves the Employment Agreement between the City of Rohnert Park and Darrin Jenkins for Interim City Manager Services ("Interim City Manager Agreement") attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to execute the Interim City Manager Agreement 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 22nd day of October 2013.



CITY OF ROHNERT PARK


Pam Stafford, Mayor

ATTEST:


JoAnne Buergler, City Clerk

Attachment: Agreement

AHANOTU: AYE BELFORTE: AYE MACKENZIE: AYE CALLINAN: AYE STAFFORD: AYE
AYES: (5) NOES: (0) ABSENT: (0) ABSTAIN: (0)

**EMPLOYMENT AGREEMENT
BETWEEN
CITY OF ROHNERT PARK AND DARRIN JENKINS FOR INTERIM CITY
MANAGER SERVICES**

THIS AGREEMENT between the CITY OF ROHNERT PARK ("City") and DARRIN JENKINS ("Employee") is dated for reference purposes this ____ day of October, 2013 and is deemed effective November 8, 2013 ("Effective Date").

RECITALS

WHEREAS, City desires to retain the services of Employee to serve as the Interim City Manager.

WHEREAS, Employee desires to serve as Interim City Manager of the City of Rohnert Park.

WHEREAS, The City Council, as appointing power, and Employee desire to agree in writing to the terms and conditions of Employee's employment as Interim City Manager.

AGREEMENT

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DUTIES.

(a) City agrees to employ Employee as Interim City Manager of the City of Rohnert Park to perform the functions and duties specified in the ordinances and resolutions of City and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign.

(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 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.

(a) The term of this Agreement shall be from the Effective Date and ending on January 15, 2014, unless terminated earlier by either party in accordance with the provisions set forth in Paragraph 3 or by the event of the death or permanent disability of Employee.

(b) Employee agrees to remain in the exclusive employ of City during the term of this Agreement and not to be otherwise employed during the term of this Agreement.

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 Interim City Manager of City. Employee may terminate this Agreement by submitting written notice of his resignation to City. Employee shall give the City thirty (30) days written notice of his intention to resign.

(b) Employee serves at the pleasure of the City and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the City to terminate the services of Employee as Interim City Manager with or without cause. There is no express or implied promise made to Employee for any form of continued employment as the Interim City Manager.

(c) In the event the City requests Employee to resign from his position as Interim City Manager, or the Employee chooses to do so, the Employee shall have the option of returning to his position as Assistant City Manager at the same terms and conditions of employment that Employee received prior to the effective date of this Agreement, including any cost of living adjustments normally received during Employee's tenure as Interim City Manager.

4. COMPENSATION AND BENEFITS.

(a) City agrees to pay Employee for his services rendered pursuant hereto as Interim City Manager a monthly salary of thirteen thousand seven hundred fifty dollars (\$13,750) payable in installments at the same time as other employees of the City are paid.

(b) City will provide Employee with the same holidays, sick leave and long term disability benefits, retirement benefits, insurance benefits including but not limited to life, health and dental coverage, vacation and administrative leave in the same manner provided to him as Assistant City Manager.

5. SUPPLEMENTAL BENEFITS.

City shall pay to Employee the same automobile, residency, cell phone allowances in the same manner provided to him as Assistant City Manager. City shall also pay for Employee's ICMA membership and membership in the California City Management Foundation.

6. INDEMNIFICATION.

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 City Manager. City will 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, to provide full and complete protection to Employee as described herein, for any acts undertaken or committed in his capacity as Interim City Manager, 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 City Manager. Further, following employment with City, City agrees to pay Employee reasonable consulting fees and travel expenses in the event Employee serves as a witness, advisor and or consultant to City regarding any pending litigation involving City.

7. CONFLICT OF INTEREST PROHIBITION.

It is further understood and agreed that because of the duties of the Interim City Manager within and on behalf of the City of Rohnert Park, and its citizenry, the Employee shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conduction business in the corporate limits of the City of Rohnert Park except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City. For and during the term of this Agreement, Employee further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate property improvements within the corporate limits of the City of Rohnert Park, without the prior consent of the City Council.

8. OTHER TERMS AND CONDITION OF EMPLOYMENT.

The City Council, by resolution, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

9. GENERAL EXPENSES.

City recognizes and agrees to pay the job-related expenses incurred by Employee in the course of his duties as approved by the City Council.

10. 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: Mayor
City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928

TO EMPLOYEE: Darrin Jenkins
Address on file with Human Resources

11. 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.

12. 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. Except as prescribed herein, this Agreement cannot be modified except by written mutual agreement signed by the parties.

13. ASSIGNMENT.

This Agreement is not assignable by either City or Employee.

14. 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.

15. EFFECTIVE DATE.

This Agreement shall be deemed effective on the Effective Date.

[Signatures on next page]

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

CITY OF ROHNERT PARK

By: _____
Pam Stafford
Mayor

EMPLOYEE

By: _____
Darrin Jenkins

APPROVED AS TO FORM:

By: _____
Michelle Marchetta Kenyon
City Attorney