

## **RESOLUTION NO. 2014-018**

### **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 MARK WALSH FOR FINANCE DIRECTOR SERVICES AND CONFIRMING THE APPOINTMENT OF MARK WALSH AS CITY TREASURER**

**WHEREAS;** City desires to retain the services of Mark Walsh to serve as the Finance Director in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement;

**WHEREAS,** Mark Walsh desires to serve as Finance Director of the City of Rohnert Park in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement;

**WHEREAS,** Mark Walsh has the necessary education, experience, skills and expertise to serve as the Finance Director;

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

**WHEREAS,** Municipal Code Section 2.04.080 (Power of Appointment) provides that the City Manager will appoint a City Treasurer, subject to approval of the City Council; and

**WHEREAS,** pursuant to that authority, City Manager desires to appoint Mark Walsh to serve as City Treasurer and seeks confirmation of that appointment from City Council.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council authorizes and approves the Employment Agreement between the City of Rohnert Park and Mark Walsh for Finance Director Services ("Finance Director Employment Agreement") attached hereto as Exhibit "A."


**BE IT FURTHER RESOLVED** that the City Council hereby approves the appointment of Mark Walsh as City Treasurer.

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

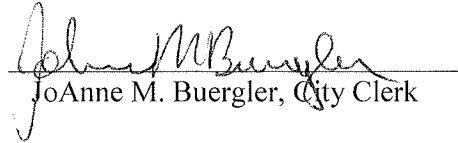
**DULY AND REGULARLY ADOPTED** this 25<sup>th</sup> day of February, 2014.



CITY OF ROHNERT PARK

  
Joseph T. Callinan, Mayor

ATTEST:

  
JoAnne M. Buerger, City Clerk

Attachments: Exhibit A

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

Exhibit A

**EMPLOYMENT  
AGREEMENT BETWEEN THE  
CITY OF ROHNERT PARK  
AND  
MARK WALSH**

**EMPLOYMENT AGREEMENT**  
**Between**  
**CITY OF ROHNERT PARK AND MARK WALSH**

THIS AGREEMENT between the CITY OF ROHNERT PARK ("City") and Mark Walsh ("Employee") is dated for reference purposes as of February 25, 2014, and is deemed effective as of that date.

**RECITALS**

WHEREAS, the City requires the services of a Finance Director;

WHEREAS, Employee desires to serve as Finance 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 Finance Director and City Treasurer; and

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

**AGREEMENT**

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**1. DUTIES.**

(a) City agrees to employ Employee as Finance Director of the City of Rohnert Park to perform the functions and duties specified in the City of Rohnert Park Job Description for the Finance Director position, attached hereto as Exhibit A, and to perform other legally permissible and proper duties and functions as City Manager may from time to time assign or appoint such as City Treasurer.

(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. HOURS OF WORK**

The Finance Director is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Finance Director position. The Finance Director is expected to work customary business hours.

### **3. TERM**

The term of this Agreement shall be three (3) years from the date of adoption 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.

### **4. 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 City's Finance Director. 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 is an "at will" 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 Finance 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, unless Employee is entitled to a name clearing hearing under California or federal law. No terms of this Agreement may be altered without an express written document signed by the Employee and City Manager and approved by the City Council.

(c) Employee may be terminated for cause at any time by providing Employee written notice of his termination for cause. Termination for cause means termination based upon a breach of any of the terms of this Agreement, malfeasance of any nature occurring during the course and scope of the Employee's duties as Finance Director; or a conviction, plea bargain, or personal adverse State or federal determination against Employee individually involving any felony, intentional tort, crime of moral turpitude, violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, conflict of interest resulting in conviction, or any other incompatible activity or conflict of interest listed in Section 7 of City Personnel Rules and Regulations.

#### **(d) Severance Benefits**

(1) In the event Employee is terminated from employment without cause while still willing and able to perform his duties under this Agreement, then City agrees to pay Employee one (1) month severance if termination occurs during the first year (12 months) of employment; a lump sum cash payment equal to three (3) months of his base monthly compensation during the second or third year (12-36 months) of employment.

(2) In addition, City shall extend to Employee the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Act of 1986 (COBRA).

(3) In the event Employee is terminated for cause, Employee shall be entitled to only the compensation earned and accrued and such other termination benefits and payments as may be required by law. Employee shall not be entitled to any severance benefits.

## **5. COMPENSATION AND BENEFITS.**

(a) City agrees to pay Employee for his services rendered pursuant hereto as Finance Director a gross monthly salary of \$10,427 payable in bi-monthly installments of at the same time as other employees of the City are paid and subject to all applicable payroll taxes and withholdings. The position of Finance Director is exempt under the Fair Labor Standards Act and, therefore, no overtime pay will be paid to Employee based on hours worked.

(b) In accordance with City policy, City Manager will review and evaluate performance of Employee as Finance Director once each year. During this annual review, City agrees to consider all possible merit based increases.

(c) Employee shall be entitled to all benefits, rights, and privileges accorded to the non-public safety Management Unit except as otherwise provided in this Agreement. If there is any conflict between this Agreement and any resolution fixing compensation and benefits for non-public safety City Department Directors or other unclassified employees, this Agreement shall control. Leave accrual rates shall be based on Employee's original hire date of December 2, 2013 and all accrued leaves of absence earned by Employee in his interim position with City shall be carried over to his employment as Finance Director on an hour-for-hour basis.

(d) Employee shall be included in the City's Miscellaneous Plan with the California Public Employees' Retirement System ("CalPERS") at the two percent (2.0 %) at sixty-two (62), highest three year average program if he meets the definition of a new employee under the PEPRA program and shall contribute at least fifty percent (50%) of the normal cost rate to CalPERS.

(e) The Employee shall not be entitled to receive retiree medical benefits currently offered to non-public safety Management Unit employees.

(f) If available and budgeted, City will provide up to three thousand dollars (\$3,000.00) per fiscal year for Employee's professional development expenses. Use of these dollars shall be subject to the prior approval of the City Manager.

(g) Employee is subject to City Personnel Rules and Regulations as an Executive Management Employee and is exempt from specific rules and regulations as set forth in Section 1, subsection (C) of the Personnel Rules, as amended or supplemented from time to time. Employee is exempt from the City's Grievance Policy and Procedure as set forth in Resolution No. 79-22 and incorporated by reference into the Management Unit Outline and City Personnel Rules and Regulations.

## **6. INDEMNIFICATION.**

In accordance with the terms, conditions, and limitations of the Government claims Act (Gov't Code §§ 810 et seq.), 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 Finance 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 Finance 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 Finance Director.

## **7. 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.

## **8. 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 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 City. Employee's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

## **9. 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 with prior approval by the City Manager.

## **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:                      City Manager  
                                     City of Rohnert Park  
                                     130 Avram Avenue  
                                     Rohnert Park, CA 94928

TO EMPLOYEE:              Mark Walsh  
                                     Home 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, 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 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.

## **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. PROVISIONS THAT SURVIVE TERMINATION.**

Many sections of this Agreement are intended by their terms to survive the termination of employment with the City, including but not limited to Sections 3(d) and 5. These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

## **16. 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.

## **17. 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.

## **18. EFFECTIVE DATE.**

This Agreement shall be deemed effective on the February 25, 2014.



**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. 2014-\_\_ adopted by the Rohnert  
Park City Council on\_\_\_\_\_.

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

EMPLOYEE

By: \_\_\_\_\_  
Mark Walsh

APPROVED AS TO FORM:

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

## **City of Rohnert Park**

### **FINANCE DIRECTOR**

#### **DEFINITION**

Serves as a member of the City's executive team. Directs, manages, and oversees the activities and operations of the Finance Department including financial reporting, accounting, payroll, budget preparation, treasury function, debt administration, revenue management, utility billing, business licensing, and purchasing; advises the City Manager and City Council on financial matters. Serves as the City Treasurer and City Auditor. Performs other duties as assigned.

#### **DISTINGUISHING CHARACTERISTICS**

The **Finance Director** has responsibility for the lawful, effective and prudent disbursement, investment and management of City funds as well as for ensuring the City's compliance with all regulations governing the keeping of municipal financial records and the filing of reports.

The incumbent is responsible for maintaining positive community relations while efficiently collecting sufficient taxes, fees and fines to sustain the City's operations. The incumbent is expected to know all laws, codes and standards regulating municipal finances and within these guidelines has the discretion to plan, organize and direct the City's financial operations.

#### **SUPERVISION RECEIVED/EXERCISED**

Administrative direction is provided by the City Manager. The **Finance Director** provides direct and indirect supervision of staff engaged in the operations of the Finance Department.

#### **ESSENTIAL JOB DUTIES**

**(These duties are a representative sample; position assignments may vary)**

- Directs, manages and oversees all Finance Department services and activities including financial reporting, accounting, payroll, budget preparation, treasury function, debt administration, revenue management, utility billing, business licensing, and purchasing
- Advises the City Manager and presents to the City Council on financial matters
- Works closely with the executive team to develop and improve finance operations and systems
- Monitors and evaluates the efficiency and effectiveness of financial methods and procedures, administrative and support systems; identifies opportunities for improvement; directs the implementation of changes
- Prepares and presents reports to the City Council and various committees and commissions regarding the City's financial matters; supports the City Manager in the administration, development and strategic planning of finance and budget strategies

- Serves as the City Treasurer, auditor, and financial advisor overseeing financial forecasting, investment management, and related financial activities
- Oversees and participates in the preparation of financial statements in accordance with generally-accepted accounting standards;
- Serves as the City's principal budget officer; coordinates and advises city department leadership on the development and administration of the City's budget; strategizes on city-wide long term budget forecasting; reviews and controls programs and projects to ensure cost effectiveness
- Participates in and makes presentations to the City Council and a wide variety of committees, boards and commissions
- Works cooperatively to address City issues, ensures overall health of the organization, fosters good communications between program staff and provides consistent and professional management
- Represents the City and the Finance department to outside groups and organizations and participates in community and professional groups providing technical assistance as necessary
- Conducts studies of cash on hand and cash flow requirements to determine investment schedules
- Ensures availability of funds for debt service payments and proper accounting for bond funds
- Reviews capital improvement projects and ensures that authorized expenditures match the proper funding source
- Supervises the maintenance of the General Ledger and the preparation and analysis of various financial statements, schedules and reports
- Oversees the design and maintain finance software
- Serves on the Emergency Management Team in the event of a disaster or emergency
- Provides outstanding and friendly customer service

**CITY EMPLOYEES ARE EXPECTED TO:**

- Provide outstanding and friendly customer service
- Create and maintain a respectful and collaborative working environment
- Communicate honestly and behave in a manner that is ethical, legal and fiscally responsible
- Demonstrate care for the organization, customers and coworkers
- Practice and encourage initiative and innovation to improve the workplace

**QUALIFICATIONS**

Education/Training/Experience:

Sufficient education, training and experience to manage the finances of a city, the collection, accounting and reporting of City funds and the work of a city Finance Department. A typical way to obtain the required qualifications is to have:

- A Bachelor's Degree from an accredited college or university with major course work in accounting, business or public administration, and
- Five years of professional, comprehensive and increasingly responsible work experience in governmental accounting, auditing and financial management, including two years in a managerial capacity
- A Master's Degree and public sector experience are highly desirable

License/Certificate:

- CPA Certificate is desirable.
- Possession of a valid California Class C Driver's License by date of appointment

Special Requirements:

Per California State Law, smoking is not permitted inside City facilities/vehicles or within 20 feet of main entrances, exits, and operable windows

Attend Council Meetings, budget work sessions and community meetings

Knowledge of:

- Thorough *knowledge* of the principles and practices of public agency finance, including general and governmental accounting, auditing and reporting functions
- Principles and practices of public agency budget development and administration and sound financial management policies and procedures
- Thorough knowledge of laws, codes and standards regulating municipal finances and within these guidelines has the discretion to plan, organize and direct the City's financial operations
- Trends and innovations in the field of finance and governmental accounting
- Knowledge of fund and cash-basis of accounting and reporting
- Standard financial office procedures, machines, manual and automated data storage, processing and retrieval systems
- Thorough knowledge of laws, codes and regulations pertaining to the financial operations of municipal government

Skill to:

- Manage public money, make financial plans, projections and budgets and to apply financial regulations and sound accounting principles to a wide variety of transactions
- Use spreadsheets and other computer applications related to financial operations
- Analyze, interpret and quickly act upon data related to investment decisions and other financial transactions.
- Make independent decisions and solve practical operational problems

Ability to:

- Evaluate, develop and improve finance operations and systems; manage and deliver related projects to successful conclusion

- Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor the distribution of work, support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes
- Develop and implement department policies and procedures
- Plan, organize, direct and coordinate the work of management, supervisory, professional, technical and administrative support personnel
- Conduct a variety of departmental organizational and operational studies and investigations; recommend modifications to programs, policies and procedures as appropriate
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals
- Provide administrative and professional leadership and direction for the Department and the City
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner
- Select, train, motivate and direct department personnel directly and through subordinate management staff evaluate and review work for acceptability and conformance with department standards
- Contribute to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs
- Establish and maintain cooperative working relationships
- Learn and apply new technology

Working Conditions:

The position requires prolonged sitting in the performance of daily duties and frequent repetitive keyboarding for inputting data and preparing reports and other documents. The position also requires walking, standing, stooping, some pushing, dragging, and light lifting while obtaining and returning journals, printouts, documents and boxes. Near, far and color vision is required in reading correspondence, statistical data, and using a computer. Hearing is required when providing phone and face-to-face customer service and attending meetings. The position works in an office environment, around standard office equipment, interacts with the public, and is subject to interruptions and deadlines.

<b>FLSA Status:</b>	Exempt
<b>Employee Unit:</b>	At Will - Contract
<b>Approved By:</b>	Gabriel A. Gonzalez, City Manager
<b>Revised:</b>	March 9, 2012, September 16, 2013
<b>Approved:</b>	April 22, 1997