

CITY OF PALOS VERDES ESTATES

AGREEMENT FOR INTERIM CITY MANAGER SERVICES

THIS AGREEMENT FOR INTERIM CITY MANAGER SERVICES (hereinafter referred to as "Agreement") is made and entered into as of the 28th day of May, 2019, by and between the CITY OF PALOS VERDES ESTATES, a California general law city (hereinafter referred to as "City"), and CAROLYNN PETRU (hereinafter referred to as "Employee").

RECITALS

- A. Government Code Section 21221(h) permits retired annuitants under the California Public Employees' Retirement System ("CalPERS") to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position.
- B. The position of City Manager is vacant and the City is currently conducting an open recruitment to permanently fill this vacant position.
- C. City desires to employ on an interim and at-will basis pursuant to California Government Code section 21221(h) the services of Employee and Employee desires to accept temporary employment as Interim City Manager of the City of Palos Verdes Estates until such time as a permanent City Manager is appointed and commences employment or this employment is otherwise terminated.
- D. The Interim City Manager position is a position that requires specialized skills and expert professional or technical services. Employee is willing and fully qualified by virtue of her extensive experience in municipal management to perform these services for the City.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

1. Duties. City hereby agrees to engage the services of Employee to serve as Interim City Manager to perform the functions and duties specified in Chapter 2.08 of the Palos Verdes Estates Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign or as may be necessary or desirable in the opinion of Employee for the efficient management of the City. Employee shall perform the services required under this Agreement during normal City operating hours, although the precise hours that Employee is in City Hall is left to her discretion; and further, Employee shall be available for attendance at City Council and other meetings during other hours as may be necessary.

2. Term.

A. The term of this Agreement shall commence May 20, 2019. It is understood and agreed that this Agreement is one of limited duration and shall continue until terminated as provided herein, and in no event for more than 960 hours, six months, or the hiring of a new City Manager, whichever occurs first. If Employee determines that she is approaching the 960 hour limit, Employee shall notify the City Council in writing and shall arrange a reduced work schedule that will not exceed the 960 hour limit prior to the end of the six month period.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to terminate this Agreement at any time upon submitting thirty (30) days written notice of termination to the City or the right of the City to terminate this Agreement, with or without cause, at any time.

3. Compensation. City agrees to pay Employee for her services rendered pursuant hereto which amount is in conformance with the requirements of Government Code section 21221(h) compensation of \$103.51/hr. Employee is exempt from overtime under the Federal Fair Labor Standards Act.

4. Benefits. Employee is a retiree of the Public Employees' Retirement System and will thus, not be enrolled in CalPERS or have any CalPERS retirement contributions reduced from her salary or made on her behalf by the City. It is the understanding of the parties that Employee may not work more than 960 hours within the fiscal year occurring during the term of this Agreement without impacting her retirement benefits and having to be enrolled in CalPERS as an active employee. For that reason, Employee will be required to keep accurate time records of her hours worked to ensure that she does not exceed 960 hours within the fiscal years that occur during the term of this Agreement. Employee hereby waives all benefits provided to City employees, including retirement contribution, health/medical insurance, dental insurance, life and disability insurance, sick leave, vacation, unemployment insurance and similar benefits. That notwithstanding, Employee shall be entitled to observe all City holidays in the same manner as employees of the City.

5. General Expenses. City recognizes that certain expenses of a non-personal and generally job affiliated nature may be incurred by Employee and hereby agrees to reimburse Employee said necessary and reasonable expenses as are submitted to the City based upon expense receipts, statements, or personal affidavits, and audit thereof in like manner as other demands against the City. Out-of-town travel for which expense reimbursement will be sought shall be subject to advance approval by the City Council.

6. Rules and Regulations. Employee is subject to the provisions of any personnel rules, regulations and other policies and procedures governing terms and conditions of employment whether now in existence or subsequently adopted by City. Such rules, regulations, policies, or procedures are incorporated into this Agreement by reference and shall govern unless there is a conflict with this Agreement.

7. Service Related Injury Income Protection. City and Employee agree that Employee is covered by the City's worker's compensation insurance policy.

8. Insurance. Employee shall at her own cost and expense procure and maintain in effect a policy of automobile insurance for use of her private vehicle with not less than \$100,000/\$300,000 coverage. This policy shall be considered primary insurance as regards the City and its officers, agents and employees.

9. Liability. City agrees to indemnify, hold harmless and defend at its expense Employee from any and all claims, actions, losses, damages, charges, expenses or attorney's fees to which Employee may be subject to arising out of, or resulting from, the performance of this Agreement and Employee's duties hereunder as Interim City Manager. Notwithstanding the foregoing, the City's obligation under this Section 9 shall not apply to any punitive or exemplary damages which may be awarded by a court against Employee; nor shall this paragraph apply to liability incurred by Employee for actions outside the scope of her services as City Manager or which result wrongful or malicious conduct or intentional misconduct, or through the use of any personal vehicle, all as to which Employee shall indemnify and hold City, its officers, agents and employees harmless.

10. Conflict of Interest. Employee affirms and warrants that she has no financial, contractual or other interest or obligation that conflicts with or is harmful to the performance of her obligations under this Agreement. Employee shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation.

11. Entire Agreement. This Agreement supersedes any and all other agreements, written or oral, between the parties, and contains all of the covenants and agreements between the parties. Each party acknowledges that no promises, representations, inducements or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied herein. No modification to this Agreement shall be effective unless reduced to writing and signed by both parties.

12. General Provisions.

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs-at-law and executors of Employee.

C. This Agreement shall be effective as of May 20, 2019.

D. If any provision or any portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable the remainder of this agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

E. The City is entering into this Agreement by virtue of the professional reputation, experience and competence of Employee. Hence, the obligations of Employee under this Agreement shall not be assigned or subcontracted, nor shall the rights be delegated without prior written approval of the City Council.

F. The Employee shall comply with and adhere to all City policies, rules and regulations including but not limited to its policies regarding non-discrimination and sexual harassment.

G. The City makes no representation on the impact, if any, this Agreement shall or may have upon her CalPERS retirement benefits, status, duties, and/or obligations. Employee acknowledges that in entering into this Agreement, she has not relied upon any such representations (none of which being in existence) in assessing the CalPERS-related impact of her employment. Therefore, Employee releases the City from any and all CalPERS-related claims or liabilities that may arise in connection with her employment pursuant to this Agreement.

H. Employee expressly certifies and warrants to the City that she has not received any unemployment insurance payments for retired annuitant work for any public employer within the 12 months prior to her appointment date.

I. Employee certifies and warrants to the City that her anticipated work schedule will not cause her to exceed the 960 hours per fiscal year limit pursuant to Government Code Section 21221(h), including work for any other CalPERS employer during the current fiscal year.

Executed May 28, 2019.

EMPLOYEE


CAROLYNN PETRU

CITY OF PALOS VERDES ESTATES

By 
MAYOR KENNETH J. KAO

ATTEST:

CITY CLERK KARINA BARRALES