

**EMPLOYMENT AGREEMENT
for the Position of
INTERIM CITY MANAGER**

This Employment Agreement (“Agreement”) is made and entered into as of this 1s day of January, 2021, by and between the CITY OF COACHELLA (“CITY”), a California municipal corporation, and WILLIAM PATTISON (“PATTISON”), an individual, on the following terms and conditions:

RECITALS

A. CITY desires to employ the services of PATTISON as its Interim City Manager, temporarily, to carry out the duties and responsibilities of City Manager as provided for by the Coachella Municipal Code, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. PATTISON desires to accept employment as Interim City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

C. PATTISON’s employment is authorized by Government Code Sections 7522.56 and 21221(h), which permit the City Council to appoint a California Public Employees’ Retirement System (“CalPERS”) retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits, so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for other all CalPERS employers, unless an exception applies.

D. PATTISON represents that he is a retired annuitant of CalPERS within the meaning of Government Code §§ 7522.56 and 21221(h) (“Statutes”) and acknowledges that his compensation is statutorily limited as provided in Government Code § 21221(h). PATTISON represents that, as of the effective date of this Agreement, he has not worked for another CalPERS state or contracting agency as a retired annuitant, and that he therefore acknowledges that he can work up to 960 hours for the CITY, a state agency or other CalPERS contracting agencies (collectively “CalPERS Agencies”) within a fiscal year, unless an exception applies. With the execution of this Agreement, PATTISON affirms that he has not received unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement.

E. CITY has determined that it is necessary to hire PATTISON, a retired annuitant, because the position of Interim City Manager requires special skills, and PATTISON, by virtue of his significant experience as city manager, has those special skills.

F. Although PATTISON’s retirement became effective on December 31, 2020, less than the 180 days from the effective date of this Agreement, the City Council took action on January 1, 2021, pursuant to Government Code Section 7522.56(f), to deem the appointment of PATTISON within the 180 day period as critically necessary as reflected in Resolution No.

2021-01 though PATTISON's appointment less than 180 days after the effective date of his retirement is permitted under the provisions of Executive Order N-25-20, as further clarified by Executive Orders N-35-20 and N-84-20 (collectively, "Executive Orders"), because he has been appointed to ensure adequate staffing to appropriately respond to the COVID-19 pandemic.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. PATTISON accepts employment with CITY as its Interim City Manager and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. PATTISON shall provide services at the direction and under the supervision of the City Council. It is the intent of the parties that PATTISON, as the Interim City Manager, shall keep the City Council fully apprised of all significant ongoing operations of CITY. Toward that end, PATTISON shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of CITY.

1.2 Term. This Agreement shall become effective on January 3, 2021. PATTISON shall commence the performance of his duties as the Interim City Manager at 3:00 p.m. January 1, 2021, or at such later date as the parties hereto shall agree in writing ("Commencement Date"). This Agreement shall expire as of the first of the following to occur: (i) upon the employment commencement date of a permanent City Manager employed by CITY; (ii) upon PATTISON working his 960th hour, excluding any hours subject to the provisions of the Executive Orders, in any fiscal year, including hours worked for other CalPERS Agencies during such fiscal year; or (iii) upon termination of the Agreement by either PATTISON or CITY as provided in Section 4 [Termination] of this Agreement.

1.3 At-Will. PATTISON acknowledges that he is an at-will, temporary employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. The terms of CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions regarding City administrative personnel (collectively "Personnel Policies"), as they may be amended or supplemented from time to time, shall not apply to PATTISON, and nothing in this Agreement is intended to, or does, confer upon PATTISON any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of PATTISON, as provided in Section 1.2 [Term] or Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of PATTISON to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. This at-

will employment shall be expressly subject to the rights and obligations of CITY and PATTISON, as set forth in Section 1.2 [Term] or Section 4 [Termination] below.

1.4 Duties. PATTISON shall serve as the Interim City Manager and shall for the Term of the Agreement be vested with the powers, duties and responsibilities of the City Manager as set forth in the Coachella Municipal Code relevant thereto, the terms of which are incorporated herein by reference. PATTISON shall provide services at the direction and under the supervision of the City Council. It is the intent of the parties that the Interim City Manager shall keep the City Council fully apprised of all significant ongoing operations of CITY. Toward that end, PATTISON shall report directly to the City Council and will periodically, or as maybe otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of CITY. It is the intent of the City Council for the Interim City Manager to function as the chief executive officer of CITY's organization. Without additional compensation, PATTISON shall provide such other services as are customary and appropriate to the position of Interim City Manager, including assisting with the CITY's recruitment for a full-time permanent City Manager, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the Coachella Municipal Code. PATTISON shall devote his best efforts and attention to the performance of these duties.

1.5 Hours of Work. PATTISON shall devote the time necessary to adequately perform his duties as Interim City Manager. The parties anticipate that PATTISON will work a sufficient number of hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings. Toward that end, PATTISON shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, CITY staff, and members of the community during regular CITY business hours and for the performance of his duties and of CITY business. PATTISON may perform work off site as appropriate.

PATTISON agrees to be reachable by telephone for consultation and advice when he is not physically working in the CITY. PATTISON also agrees to respond to the CITY for emergency situations. However in no event shall PATTISON be required to work in excess of 960 hours per fiscal year for CITY, including hours worked for other CalPERS Agencies during such fiscal years, unless an exemption applies such as pursuant to the Executive Orders. The position of Interim City Manager shall be deemed a non-exempt position under California wage and hour law.

1.6 Other Activity. In accordance with Government Code section 1126, during the period of his employment, PATTISON shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of PATTISON's duties as Interim City Manager.

1.8 Reimbursement. CITY shall reimburse PATTISON for authorized, reasonable and necessary travel expenses incurred by PATTISON in the performance of his duties pursuant to this Agreement. PATTISON shall document and claim said reimbursement for such travel in the manner and forms required by the CITY. All reimbursements shall be for actual expenses and shall be subject to and in accordance with California and federal law and CITY'S adopted reimbursement policies. Such reimbursements **shall not be reported** to CalPERS. Other than as specifically provided herein, PATTISON shall receive no other compensation or reimbursements for expenses incurred by him in performance of this Agreement.

2. Compensation.

2.1 Rate of Pay. For all services performed by PATTISON as the Interim City Manager under this Agreement, CITY shall pay PATTISON compensation at the rate of \$111.80 per hour according to the payroll schedule in place for CITY employees subject to the limitations provided below.

2.1.1 Compliance with CalPERS requirements. It is the intent of the parties to compensate PATTISON only to the extent permitted under Government Code Sections 7522.56 and 21221(h), and corresponding CalPERS regulations and policy statements. The rate of pay set forth in Section 2.1 [Rate of Pay] is based on the salary limitations established by CalPERS and is not less than the minimum, nor more than the maximum rate of pay, for the position of City Manager as listed on the CITY's publicly available pay schedule, divided by 173.333 to equal an hourly rate. The hourly rate of pay for the position of City Manager is \$111.80.

2.1.2 Recordation and Reporting of Hours Worked. PATTISON will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, PATTISON shall keep CITY continually apprised of any hours worked by PATTISON for other CalPERS Agencies during the term of this Agreement.

2.2 Benefits.

2.2.1 No Benefits. Other than the compensation described in Section 2.1 [Rate of Pay], PATTISON will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. PATTISON understands and agrees that he is not, and will not be, eligible to receive any benefits from CITY, including any CITY group plan for hospital, surgical, or medical insurance, any CITY retirement program, or any other job benefits available to an employee in the regular service of CITY, except for Worker's Compensation Insurance coverage or similar benefits required by state or federal law.

3. Vacation and Leave.

3.1 No Leave. PATTISON and CITY agree that PATTISON, in accordance with Government Code Section 21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave,

administrative leave, paid holidays or similar leave benefits, unless otherwise required by state or federal law.

4. Termination.

4.1 By CITY. This Agreement may be terminated by CITY for any reason thirty (30) days after providing written notice to PATTISON of such termination. CITY's only obligation in the event of such termination will be payment to PATTISON of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements.

4.2 By PATTISON. This Agreement may be terminated by PATTISON for any reason thirty (30) days after providing written notice to CITY of such termination. CITY shall have the option, in its complete discretion, to make PATTISON's termination effective at any time prior to the end of such period, provided CITY pays PATTISON all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing him through the last day actually worked.

4.3 No Notice for Expiration. Nothing in this Section 4 [Termination] shall be construed to require either party to give advance written notice in order for the Agreement to expire as set forth in Section 1.2 [Term].

4.4 Termination Obligations. PATTISON agrees that all property, including, without limitation, all equipment, tangible 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 CITY and shall be returned promptly to CITY upon termination of PATTISON's employment. PATTISON's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner 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. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, PATTISON shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is, or may be, necessary to perform his job responsibilities under this Agreement. Following termination, PATTISON shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. PATTISON's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Conflict of Interest.

PATTISON represents and warrants to CITY that 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 performance of his services under this Agreement.

7. General Provisions.

7.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

7.2 Vehicle Operation. PATTISON shall operate any vehicle used in connection with the performance of his duties as Interim City Manager in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment.

7.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in PATTISON's personnel file. PATTISON agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:
City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: Mayor and City Council

Interim City Manager's Address:
William Pattison
[Address on File with Human Resources]

7.4 Indemnification. Subject to, in accordance with, and to the extent permitted by the California Government Claims Act [Government Code Section 810 *et seq.*], CITY will indemnify, defend, and hold PATTISON harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during PATTISON's tenure as Interim City Manager, except that this provision shall not apply with respect to any intentional tort or crime committed by PATTISON, or any actions outside the course and scope of his employment as Interim City Manager. CITY shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to ensure fulfillment of this hold harmless and indemnification clause.

7.5 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any law or ordinance.

7.6 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of PATTISON's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of PATTISON, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to PATTISON and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.7 Amendments. This Agreement may not be amended except in a written document signed by PATTISON, approved by the City Council and signed by CITY's Mayor.

7.8 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.9 Assignment. PATTISON shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to PATTISON, assign its rights and obligations hereunder.

7.10 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.11 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

7.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.13 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. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7.14 Acknowledgment. PATTISON acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has 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 own judgment and not on any representations or promises other than those contained in this Agreement.

7.15 Abuse of Office; Reimbursement to City. Pursuant to Government Code Section 53243, et seq. which became effective on January 1, 2012, if PATTISON is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (1) if PATTISON is provided with administrative leave pay pending an investigation, PATTISON shall be required to fully reimburse such amounts paid; (2) if the City pays for the criminal legal defense of PATTISON (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), PATTISON shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that PATTISON may receive from the City shall be fully reimbursed to the City. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code.

7.16 Status of Recruitment. CITY warrants that as of the Commencement Date it has initiated the process for the recruitment of a permanent replacement to the City Manager position.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and PATTISON has signed and executed this Agreement, as of the date first indicated above.

INTERIM CITY MANAGER

CITY OF COACHELLA

William Pattison

Steven Hernandez, Mayor

ATTEST:

APPROVED AS TO FORM:

Angela M. Zepeda, City Clerk

Carlos Campos
City Attorney