

CITY OF GRASS VALLEY  
EMPLOYMENT AGREEMENT WITH JEFF WAGNER  
TO PERFORM SPECIALIZED AND  
TEMPORARY PUBLIC SAFETY SERVICES AS  
DEPUTY FIRE MARSHAL/FIRE INVESTIGATOR

This agreement is entered into July 01, 2023 by and between the CITY OF GRASS VALLEY, a municipal corporation, hereafter referred to as the "City" and Jeff Wagner, hereafter referred to as "Employee".

WHEREAS, the City is in need of fire investigation services, which are specialized skills and a function of firefighting and fire suppression and which are normally provided by City employees; and

WHEREAS, the City employs a Deputy Fire Marshal/Fire Investigator who requires training and mentoring to develop the specialized skills necessary for the position; and

WHEREAS, the City is in need of a limited duration employee to provide training and mentoring for the Deputy Fire Marshal/Fire Investigator as well as to provide such services while the Deputy Fire Marshal/Fire Investigator develops those specialized skills; and

WHEREAS, Jeff Wagner was previously employed by the City of Grass Valley as its Deputy Fire Marshal before his retirement on December 29, 2015, and possesses the requisite specialized skills needed by the City and is available to provide mentoring and training for the City's existing Deputy Fire Marshal/Fire Investigator employee as well as to provide actual fire investigation and fire safety inspection services, which are a function of fire suppression services, on a temporary basis; and

WHEREAS, Jeff Wagner as a Public Employees Retirement System ("PERS") annuitant, is limited in his ability to accept public employment pursuant to Government Code sections 21224(a) and may not work more than 960 hours within a fiscal year; and

WHEREAS, Jeff Wagner is able to provide temporary assistance to the City of Grass Valley under the terms of this Agreement and within the constraints of Government Code section 21224(a) as a PERS retired annuitant and City desires to hire Jeff Wagner on these terms to provide specialized services of a limited duration.

NOW THEREFORE, in consideration of the above stated desires and the mutual covenants, terms and conditions, herein contained, the parties hereto mutually and freely agree as follows:

## **SECTION 1 – EMPLOYMENT CONDITIONS AND DUTIES**

a. Employee is appointed by and shall serve at the pleasure of the Fire Chief and City Manager as a Deputy Fire Marshal/Fire Investigator. Employee has performed his due diligence to confirm with PERS that he may accept temporary appointment as a PERS annuitant.

b. The Employee shall be responsible for duties as described in the Deputy Fire Marshal/Fire Investigator job description of the City of Grass Valley as well as providing mentoring and training to other City employees who will be required to perform fire investigation services for the City, including the Deputy Fire Marshal/Fire Investigator.

## **SECTION 2 – EMPLOYMENT TERM**

a. The City agrees to employ Employee and Employee agrees to be employed and remain in the employment of the City for a term beginning July 1, 2023 and ending not later than June 30<sup>th</sup>, 2024 or 960 hours worked, whichever comes first. This is an at-will position and Employee has no property interest in his position.

b. Nothing in this agreement shall prevent, limit, or otherwise interfere with the rights of the Employee to serve other entities or engage in similar activities which do not interfere with, or are incompatible or in conflict with the Employee's performance of the duties required under this agreement. The determination of incompatibility will be made by the Fire Chief or City Manager and shall be final.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the City to terminate the services of the Employee at any time during such employment terms or any renewal thereof subject to the provisions as set forth in this agreement.

d. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right to resign at any time from this position with the City, subject to the provisions as set forth in this agreement.

## **SECTION 3 – EMPLOYEE RESIGNATION OR DEATH**

In the event the Employee terminates this Employment Agreement by voluntary resignation, in writing, or due to his death before expiration of the employment terms or any renewal(s) thereof Employee shall not be entitled to any severance pay but shall be entitled payment in full for hours performed. In the event the Employee voluntarily resigns this position before normal expiration date of the employment terms or any renewal he shall give the City at least 10 days advanced written notice unless the parties agree otherwise. The Employee, should he resign, or his beneficiaries or those entitled to his estate, should he die while employed under this

Agreement , shall be paid for any earned salary to which he or his beneficiaries or estate are entitled as of the final day on city payroll.

#### **SECTION 4 – EMPLOYMENT TERMINATION**

The Fire Chief or City Manager may terminate or remove the Employee with or without cause. Employee waives any rights to an administrative hearing prior to termination pursuant to Government Code section 3254 (Firefighter's Bill of Rights Act), the City's Civil Service Rules and Regulations, and any other procedural rights related to termination.

#### **SECTION 5 – WORK HOURS**

The Fire Chief and Employee shall coordinate the work schedule based upon needs of the City.

#### **SECTION 6 – SALARY**

The City shall pay the Employee for all services rendered and worked pursuant to this agreement at \$29.93 per hour, which represents the annual salary of the Deputy Fire Marshal/Fire Inspector classification divided by 173.333, as required by Government Code Section 21224(a). Employee's salary will be paid on a bi-weekly basis in conformance with the City's established pay periods and pay days. The Employee shall not receive benefits, incentives or compensation in lieu of benefits, sick leave, holiday, vacation pay or any other form of compensation in addition to the hourly rate during his employment under this employment agreement.

#### **SECTION 7 – INDEMNIFICATION**

If the employee is named as a party in litigation relating to Employee's actions or inactions as a City employee, the City shall defend Employee and pay any judgment which may be entered against Employee, consistent with the terms of applicable law including Government Code 810 et seq., and provided adequate findings can be made under Government Code Section 825(b).

#### **SECTION 8 – ENTIRE AGREEMENT AND AMENDMENTS**

a. This agreement supersedes any and all other agreements between the parties hereto with respect to the employment of the Employee by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducement, promise, or agreements have been made by any party or anyone acting on behalf of any party orally or otherwise which are not embodied herein.

b. No other agreement, statement or promise not contained in this Agreement

shall be valid or binding or shall be used in interpreting the meaning of this Agreement.

c. Amendments, modifications or changes may be made to this Agreement and shall become effective on the date contained therein when executed in writing and mutually signed by both parties to this Agreement.

d. This Agreement and any amendments, modifications or changes thereto shall be binding upon the City during its term.

e. This Agreement and any amendments, modifications or changes thereto shall be binding upon the Employee and inure to the benefit of the heirs at law and executors of the Employee.

**SECTION 9 – SEVERABILITY**

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

“EMPLOYEE”

“CITY”

\_\_\_\_\_  
Jeff Wagner

\_\_\_\_\_  
Tim Kiser, City Manager

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Michael Colantuono, City Attorney

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Taylor Day, Deputy City Clerk