

CITY OF ORLAND

INTERIM CITY MANAGER AGREEMENT

This employment agreement (Agreement) is effective April 9, 2025, by and between the City of Orland (City) and Janet Wackerman (Wackerman).

A. The City desires to appoint Wackerman as the City's Interim City Manager for a limited time, in accordance with the provisions of this Agreement.

B. Wackerman agrees to serve as Interim City Manager, for a limited time, in accordance with the provisions of this Agreement.

The parties therefore agree as follows:

1. General. Wackerman is appointed Interim City Manager pursuant to Orland Municipal Code section 2.12.020. As Interim City Manager, Wackerman shall perform the functions and duties specified in section 2.12.090 of the Orland Municipal code and such other legally permissible duties and functions as the City Council may from time-to-time assign.

2. Term. The term of this Agreement shall be at-will, commencing on April 9, 2025, and shall terminate October 8, 2025, or upon the appointment of a City Manager, whichever shall occur first. Further, this Agreement shall be terminable at any time with notice of either party to the other.

3. Compensation. City agrees to pay Wackerman, for her services rendered pursuant hereto, compensation at the rate of \$85 per hour and payable in installments at the same time other City employees are paid. Wackerman shall submit her hourly time sheets as requested by the City.

4. Hours of Work. The Interim City Manager shall be generally scheduled in-office for three days per week, minimum of four hours per day.

5. Other Terms and Conditions of Employment. Except as expressly provided herein, Wackerman acknowledges and agrees that she shall not receive any other benefits that are generally available to other City employees, including, but not limited to, retirement, medical, dental, sick leave, vacation time or otherwise which accrue to other employees of City, and hereby expressly waives any claim to any such rights.

6. Indemnification by City. In accordance with the California Government Code, the City shall defend, hold harmless and indemnify Wackerman against any claim or legal action arising out of any act or omission occurring within the scope of Wackerman's employment with the City under this Agreement.

7. PERS Benefits. At the time this Agreement is entered into, Government Code section 21224 allows a PERS annuitant to perform contractual employee services for up to a total of 960 hours any fiscal year for all PERS contracting employers without being reinstated from retirement, and without loss or interruption of PERS retirement benefits. However, it is agreed and acknowledged by the parties that in making this Agreement available to Wackerman, neither the City nor any of its elected or appointed officials, officers, employees, or agents assures, represents, or guarantees that performance of the contracted-for-services will have no impact upon Wackerman's PERS retirement benefits. If controversy arises between Wackerman and PERS regarding the impact of this Agreement and the services provided herein upon the nature of PERS retirement benefits, the City shall provide factual information as needed to potentially resolve the controversy but shall have no obligation to intervene in or defend or prosecute such dispute notwithstanding the indemnification set forth in Section 6 of this Agreement.

As a PERS retired annuitant, Wackerman possesses the skill and experience to perform the required duties intended by this Agreement and acknowledges that such employment is at-will and of a limited period as described herein.

As of the effective date of this Agreement, the City has in place an active recruitment plan for the hiring of a City Manager.

8. Conflict of Interest. Wackerman covenants that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of her services pursuant to this Agreement. Wackerman further covenants that in the performance of this Agreement she shall be subject to and abide by the provisions of the Political Reform Act (Government Code Section 81000 et seq.) and the City's Conflict of Interest Code.

9. General Provisions.

a. This Agreement constitutes a single integrated contract agreement expressing the entire agreement of the parties thereto. There are no other agreements, written or oral, express or implied, between Wackerman and the City, except the agreements set forth in this Agreement.

b. 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 remain in full force and effect.

c. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same agreement.

d. This Agreement is executed and delivered in the State of California and the rights and obligations of the parties herein shall be construed and enforced in accordance with the laws of the State of California, with venue proper in the County of Glenn.

e. In the event of any inconsistencies between the rules, policies and regulations of the City, this Agreement shall govern.

f. This Agreement cannot be amended, modified or supplemented in any respect except by written agreement entered into by Wackerman and City.

g. This Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by Wackerman and City. Any uncertainty or ambiguity shall not be construed against one party.

CITY OF ORLAND

Matt Romano, Mayor

Janet Wackerman

APPROVED AS TO FORM:

ATTEST:

Gregory P. Einhorn, City Attorney

Jennifer Schmitke, City Clerk