

**CITY OF PARLIER  
INTERIM CITY MANAGER EMPLOYMENT AGREEMENT**

THIS INTERIM CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is made and entered into effective on March 1, 2017 ("Effective Date") by and between the CITY OF PARLIER, a California general law city ("City"), and RON MANFREDI ("Manfredi").

**RECITALS**

- A. City desires to employ Manfredi on an interim basis pursuant to California Government Code section 21221(h) and Manfredi desires to accept an appointment as Interim City Manager of the City of Parlier during recruitment of and until such time as a regular City Manager is appointed and begins employment.
- B. The City Council of the City of Parlier finds, in accordance with Government Code section 21221(h), that this position requires specialized skills and experience associated with city management.
- C. Manfredi is willing and fully qualified by virtue of his extensive experience in municipal management and his specialized skills to serve as the Interim City Manager and perform the related services for the City.

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

1. Duties. City hereby agrees to employ Manfredi to serve as Interim City Manager to perform the functions and duties authorized in applicable provisions of the Parlier City Code, including without limitation Section 2.10.040 of the Parlier City Code, and to perform such other legally permissible duties and functions as the City Council may from time to time assign or as may be necessary or desirable in Manfredi's opinion for the efficient management of the City; except that Manfredi may not make a permanent appointment to any department head or executive management positions, but may make interim appointments with the consent of the City Council.

Both parties acknowledge that one of the primary duties for Manfredi is the recruitment of a regular City Manager and that the process will require the full cooperation of the City Council and assigned staff. Additionally, because of vacancies in various department head positions, a substantial amount of Manfredi's time will be dedicated to preparing for filling such positions. Manfredi shall perform the services required under this Agreement during normal City operating hours, although the precise hours that Manfredi is in City Hall is left to his discretion; and further, Manfredi shall be available for attendance at City Council and other meetings as may be necessary to adequately perform the services under this Agreement. Manfredi is authorized, subject to existing salary table limits and budget allocation, to approve a temporary pay increase (to be effective and operative only during Manfredi's employment – such temporary pay increase cannot extend beyond the last day of Manfredi's employment) of up to 10% (prorated during the temporary period) for an (one) City employee due to increased and extra duties to be assigned by Manfredi associated with the recruitment of the new City Manager.

The parties acknowledge and understand that Manfredi is a retiree in the California Public Employees' Retirement System ("CalPERS") and may not work more than 960 hours for any public agency member of CalPERS within any fiscal years occurring during the term of this Agreement

without impacting his retirement benefits and having to be enrolled in CalPERS as an active employee. For that reason, Manfredi shall keep and maintain accurate time records of his hours worked to ensure that he does not exceed 960 hours within any fiscal years that occur during the term of this Agreement.

2. Term; Termination. This Agreement shall become effective only upon approval by the City Council of the City of Parlier at a regular City Council meeting, and after it is signed by the Mayor of the City of Parlier and Manfredi.

(A) Manfredi's employment as Interim City Manager shall commence on March 15, 2017, and shall continue for an indefinite period, until terminated or expired as provided herein, but in no event shall the term of Manfredi's employment hereunder extend beyond three (3) business days after the City Council's appointment and beginning of service of a regular City Manager. Notwithstanding the beginning employment date, upon the effectiveness of this Agreement, Manfredi shall have immediate access to such City records as deemed necessary to effectively perform the services hereunder, including but not limited to the current City budget, any City audits, and any labor MOU(s) between the City and any employee bargaining unit(s). Also upon the effectiveness of this Agreement, Manfredi may coordinate with and contact City employees to schedule appointments and meetings, and discuss City matters, and City will help facilitate these matters.

(B) Manfredi shall serve at the will and pleasure of the City Council and may be removed from office or terminated for any reason or no reason, in the City Council's sole discretion. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Manfredi 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.

(C) This Agreement shall automatically expire, and Manfredi's employment with the City shall be immediately terminated upon completion by Manfredi of 960 hours of work in any single fiscal year.

3. Compensation. City shall pay Manfredi compensation, beginning on March 15, 2017, of \$82.21 per hour (calculated at \$14,250.00 monthly/173.33 hours) for his services rendered as Interim City Manager. Payment shall be made to Manfredi on the same schedule as other City employees, subject to all applicable withholdings and deductions as may be required by law or governmental regulation or ruling. Manfredi shall not be entitled to severance pay, and Manfredi expressly waives any and all rights with respect to severance pay.

4. Benefits. Manfredi hereby waives all benefits provided to City employees, including retirement contribution, health/medical insurance, dental insurance, vision insurance, life and disability insurance, sick leave, vacation, unemployment insurance and similar benefits. Notwithstanding the preceding sentence, Manfredi shall be entitled to observe all City holidays in the same manner as other employees of the City.

5. Reimbursement of Expenses. Manfredi shall be entitled to reimbursement for business and travel expenses incurred in the performance of his duties as Interim City Manager, subject to applicable City ordinances and reimbursement policy. City shall reimburse Manfredi for such necessary and reasonable expenses as are submitted to the City based upon expense receipts,

statements, or itemized account of such expenditures. A city-owned vehicle will be available to Manfredi for business travel.

6. Method of Performing Services. Manfredi shall devote such time, interest, and effort to the performance of the services as is required to fulfill the duties of the Interim City Manager, and Manfredi will determine the method, details and means of performing the services required by this Agreement. This includes, but is not limited to, the precise hours spent in City Hall.

7. Effect of Agreement on Manfredi's CalPERS Retirement Benefits. The City makes no representation regarding the impact, if any, this Agreement will or may have upon Manfredi's CalPERS retirement benefits, status, duties, and/or obligations. Manfredi acknowledges that in entering into this Agreement, he has not relied upon any such representation(s) (none having been made) in assessing the CalPERS-related impact of his employment or services under this Agreement. Therefore, Manfredi releases the City from any and all CalPERS-related claims or liabilities that may arise in connection with his services or employment pursuant to this Agreement, except for City's obligations, if any, relating to retention of Manfredi's time records or reporting of Manfredi hours worked to CalPERS.

8. FLSA Exempt Status. Manfredi agrees and acknowledges that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

9. Relationship between the Parties. The parties to this Agreement agree that Manfredi is an at-will interim employee serving at the pleasure of the City Council. This Agreement does not create any property interest in continuing employment, nor does this Agreement create any expectation of continuing employment.

10. Consulting Services after Interim Employment. Independent of and following the termination or completion of Manfredi's interim employment with the City, the City hereby retains Manfredi to provide consulting services, as an independent contractor, to the City in the form of coaching/mentoring the new City Manager or other duties as assigned by the new City Manager for up to six (6) months, and also provide two (2) City Council workshops, for total compensation of \$9,625.00, as follows:

- Months 1-2 – 30 total hours of consulting @ \$125.00/hour = \$3,750.00;
- Months 3-4 – 20 total hours of consulting @ \$125.00/hour = \$2,500.00;
- Months 5-6 – 15 total hours of consulting @ \$125.00/hour = \$1,875.00;
- Develop and conduct two (2) City Council/City Manager workshops (the first workshop, approximately 3-4 weeks after the new City Manager begins, addressing team work, understanding roles, and goal setting; and the second workshop will review/measure progress since the first workshop and address any follow up or improvements needed) to be presented at City Council meetings within approximately six (6) months after new City Manager begins – total cost for both workshops will be \$1,500.00.

The compensation for consulting services will be paid on a monthly basis as services are rendered. Compensation for the workshops shall be payable in the amount of \$750.00 after completion of each workshop. City may terminate the consulting services upon thirty (30) days prior written notice to Manfredi, and if so terminated, City shall be responsible for paying for all consulting hours provided and the scheduled hours for the 30-day termination period.

11. Insurance. Manfredi shall at his own cost and expense procure and maintain in effect a policy of automobile insurance for use of his personal 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.

12. Indemnity; Liability. City shall indemnify, hold harmless and defend Manfredi from any and all claims, demands, actions, losses, damages, charges, or expenses to which Manfredi may be subject to arising out of, or resulting from, the performance of this Agreement and Manfredi's duties hereunder as Interim City Manager. Notwithstanding the foregoing, the City's obligation under this Section 12 shall not apply to any punitive or exemplary damages which may be awarded by a court against Manfredi; nor shall this Section apply to liability incurred by Manfredi for actions outside the scope of his services or which result from intentional or malicious conduct or gross negligence, or through the use of any personal vehicle for purposes outside the scope of his services, all as to which Manfredi shall indemnify and hold City, its officers, agents and employees harmless. Manfredi shall cooperate in good faith with the City with respect to the defense of any claim, demand, or action.

13. Conflict of Interest. Manfredi affirms and represents that he has no financial, contractual or other interest or obligation that conflicts with or is harmful to the performance of his obligations under this Agreement. Manfredi shall not knowingly obtain such an interest or incur such an obligation during the term of this Agreement. The parties acknowledge that Manfredi has an existing consulting contract with Mid Valley Disposal, the refuse service provider for the City. Manfredi shall and will limit his consulting services for Mid Valley to only Madera County during his employment with City, and such services will not to exceed eight (8) hours per month and will not be performed during hours at Parlier City Hall.

14. Confidential Information. Manfredi acknowledges and understands that in the performance of his duties, the City will disclose and entrust him with, and he will obtain, certain confidential information. Manfredi shall not directly or indirectly disclose or use such confidential information at any time, whether it be in the form of records, lists, data, personnel information, drawings, plans, reports, or otherwise, of a business or technical nature, which was acquired or viewed by Manfredi during the term of this Agreement unless such disclosure or use is authorized in writing by the City, required by law, or required in the performance of the duties of the Interim City Manager. This provision shall survive the termination or expiration of this Agreement. Manfredi acknowledges and understands he is subject to the provisions of the Ralph M. Brown Act in the performance of services under this Agreement.

15. Entire Agreement. This Agreement is the entire agreement between City and Manfredi and supersedes all prior discussions, negotiations, commitments or understandings, written or oral, between the parties with respect to Manfredi's appointment as Interim City Manager. 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.

16. General Provisions.

A. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.



B. Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

C. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.

D. Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.

E. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument. Electronic signature pages, or facsimiles or copies of signature pages shall constitute originals and shall be binding as such.

F. Assignment. The City is entering into this Agreement by virtue of the professional experience, competence, and reputation of Manfredi. This Agreement is not assignable by either the City or Manfredi.

G. Voluntary Agreement. City and Manfredi each represent that they have read this Agreement in full and understand and voluntarily agree to all provisions herein. The parties each further represent that prior to signing this Agreement they each had the opportunity to apprise themselves of relevant information, through sources of their own selection, including consultation with separate legal counsel of their choosing, if desired, in deciding whether to execute this Agreement, and each of the parties is fully informed as to the terms, conditions and covenants of this Agreement.

IN WITNESS WHEREOF, City and Manfredi, by their signatures below, enter into this Agreement as of the Effective Date.

MANFREDI

CITY OF PARLIER

\_\_\_\_\_  
Ron Manfredi

\_\_\_\_\_  
Alma Beltran, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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Ron Manfredi

CITY OF PARLIER

\_\_\_\_\_  
Alma Beltran, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk