



MEMORANDUM

TO: City Council

FROM: Isaac Rosen, City Attorney

SUBJECT: Supplemental Information
Agenda Item 12.a. – July 25, 2023 City Council Meeting
Appointment of Interim City Manager and Approval of Employment Agreement

DATE: July 25, 2023

Attached is the proposed Interim City Manager employment agreement.

cc: City Manager
Assistant City Manager
City Clerk
City Website and Public Review Binder

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INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Interim Employment Agreement (“Agreement”) is entered into by and between the City of Arroyo Grande, California (“City”), and Bill Robeson (“Interim City Manager” or “Robeson”).

RECITALS

WHEREAS, the City requires the services of an Interim City Manager, as the position of City Manager will be vacant as of August 1, 2023; and

WHEREAS, the City has commenced efforts to recruit for a City Manager; and

WHEREAS, Robeson is currently employed as the City’s Assistant City Manager/Public Works Director, pursuant to an Employment Agreement and an Amendment thereto; and

WHEREAS, Robeson has the necessary skills and expertise to serve as an Interim City Manager;

WHEREAS, Robeson agrees to provide the necessary skills and expertise of an Interim City Manager on a temporary basis beginning August 1, 2023; and

WHEREAS, the City agrees to return Robeson to the Assistant City Manager/Public Works position upon completion of the Interim City Manager assignment; and

WHEREAS, the City, acting by and through its City Council, desires to employ Robeson’s services of City Manager on an interim basis, and to appropriately compensate him for such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties agree as follows:

1. Employment as Interim City Manager

- A. Interim City Manager Appointment: Subject to the terms and conditions of this Agreement, the City agrees to employ Employee as the City’s Interim City Manager. As Interim City Manager, Employee shall report to the City Council and shall perform the duties of the City Manager as set forth in Chapter 2.08 of the Arroyo Grande Municipal Code. Interim City Manager shall have the authority provided in the Municipal Code and as otherwise directed by the City Council, including to oversee and appoint subordinate City employees.
- B. No Due Process Rights or Permanent Appointment: Employee acknowledges that his appointment as Interim City Manager shall not imply, guarantee, or create any right, expectation, or entitlement of a continued appointment as the permanent City Manager.

2. Term and Termination

- A. Effective Date: This Agreement shall take effect as of August 1, 2023, and shall remain in effect until a permanent City Manager appointment is made and a City Manager commences employment with the City or this Agreement is otherwise terminated as provided for herein.
- B. Maximum Hours: In no event shall Employee's employment as Interim City Manager extend beyond 960 hours or otherwise violate the provisions of Government Code Section 20480 regarding limits on out-of-class appointments. In accordance with Government Code Section 20480, the City will track Employee's hours worked as Interim City Manager and report that service to CalPERS no later than thirty (30) days following the end of the present fiscal year.
- C. At-Will Nature of Appointment: Employee understands that he has no constitutionally protected property or other interest in his employment as Interim City Manager and has no due process rights associated with this appointment. Employee understands and expressly agrees that he serves in the Interim City Manager position on a temporary basis at the will and pleasure of the City Council and that he may be terminated or asked to resign from that position at any time by the City Council, without cause. Employee is not eligible for any severance benefits upon conclusion of this Agreement, regardless of the manner in which the assignment concludes.
- D. Return to Former Position: Upon the end of this Agreement, Employee shall return to his position as Assistant City Manager/Public Works Director at the salary and benefits then applicable to that position, without loss of longevity, benefits, or rights. To the extent changed by this Agreement, the terms and conditions of Employee's Employment Agreement and Amendment will resume upon completion of his assignment as Interim City Manager. To the extent not changed by this Agreement (i.e., benefits and other terms and conditions of employment), the Employment Agreement and Amendment remain in effect. True and correct copies of the Employment Agreement and Amendment are attached hereto as Exhibit A.
- E. Ability to Resign: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of employee to resign at any time from the position of Interim City Manager, upon providing ten (10) days written notice to the City Council, at which time Employee shall return to his position as Assistant City Manager/Public Works Director.

3. Salary and Compensation.

- A. Salary: Employee's current annual salary is Two Hundred Six Thousand Two Hundred and Thirty Two Dollars (\$206,232.00). For the duration of Employee's appointment as Interim City Manager under this Agreement, City will pay

Employee a 10% increase in salary, for a total annual salary of \$226,855.20, subject to applicable deductions and other withholdings. This amount is payable to Employee, on a pro rata basis, on the City's established paydays. This salary will apply only for the duration of Employee's Interim City Manager assignment. At the conclusion of this assignment, Employee will resume earning the salary applicable to his position as Acting City Manager/Public Works Director. If the City approves an increase in the salary of the Assistant City Manager/Public Works Director position during this Interim City Manager assignment, the 10% increase provided herein will be calculated based on that increased salary once it takes effect, so long as the resulting salary remains within the pay range for the City Manager position on the City's salary schedule.

- B. Benefits: Employer agrees to continue to provide Employee with all benefits he is eligible to receive as Assistant City Manager/Public Works Director, consistent with the terms of the Employment Agreement.

4. General Provisions.

- A. The terms of this Agreement are intended by the parties as the final expression of their agreement regarding the Interim City Manager appointment and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.
- B. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- C. This Agreement shall be governed by the laws of the State of California. Employee and the City agree that venue for any dispute shall be in San Luis Obispo County, California.
- D. The parties acknowledge that they understand the significance and consequences of this Agreement. The parties also acknowledge that they have been given full opportunity to review and negotiate this Agreement and execute it only after full reflection and analysis, and that they have had an opportunity to review this document and its application and meaning with their respective attorneys and advisors. This Agreement shall not be interpreted against the party who prepared the initial draft because all parties participated in the drafting of this Agreement by having ample opportunity to review and submit suggested changes or corrections for incorporation into the final version of this Agreement.

- E. Employee may not assign this Agreement in whole or in part.
- F. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, City and Employee have executed this Agreement effective August 1, 2023.

CITY OF ARROYO GRANDE

EMPLOYEE

Caren Ray Russom, Mayor

Bill Robeson

ATTEST:

Jessica Matson, City Clerk

APPROVED AS TO FORM:

Isaac Rosen, City Attorney