

CITY OF FULLERTON
AGREEMENT RETAINING GREG PFOST
AS INTERIM DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

THIS INTERIM EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the City of Fullerton, a California municipal corporation, (the "City") and Greg Pfof, an individual, (hereinafter referred to as "Pfof") to be effective the 21 day of July 2021 ("Effective Date"). The City and Pfof are sometimes hereinafter individually referred to as "party" and are hereinafter collectively referred to as the "parties."

A. The City desires to retain and appoint on an interim basis Pfof as the Interim Director of Community and Economic Development of the City pending the City's selection of a permanent Director of Community and Economic Development following completion of the ongoing recruitment process.

B. Pfof, a retired CalPERS annuitant, desires to serve as the duly appointed Interim Director of Community and Economic Development of the City pending the City's selection of a permanent Director of Community and Economic Development following completion of the ongoing recruitment, and Pfof understands that he shall hold office at the pleasure of the City Manager. Pfof has approximately 20 years of experience as a Director and Deputy Director of Community Development, most recently for the City of Laguna Beach, and he has the knowledge and experience required to serve as the Interim Director of Community and Economic Development pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

1.0 Appointment

1.1 The City hereby retains and appoints Greg Pfof as Interim Director of Community and Economic Development of the City, and Pfof hereby accepts such employment and appointment with the City to perform the functions and duties of the Interim Director of Community and Economic Development as set forth in the Class Specification for Director of Community and Economic Development. This interim appointment is subject at all times to the terms and conditions of this Agreement and to perform other permissible and proper duties and functions consistent with the position of the Director of Community and Economic Development as the City Manager may from time to time assign. However, the appointment shall not exceed Pfof working more than 960 hours in the 2021/2022 fiscal year.

1.2 Pfof hereby agrees to perform fully and faithfully the functions and duties of the Director of Community and Economic Development, as the duly appointed Interim Director of Community and Economic Development, as specified above and in accordance with the terms and conditions set forth herein.

2.0 Term of Agreement

The term of this Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect for a period of up to eight (8) months, ending March 31, 2022, unless sooner terminated with or without cause or notice by the City Manager, or by Pfof with fourteen (14) calendar days' advanced written notice to the City Manager provided in accordance with Section 10.2 of this Agreement.

3.0 Compensation

3.1 Pfof shall maintain time records in the City's timekeeping system for the services rendered pursuant to this Agreement.

3.2 Pfof will receive compensation at the rate of \$84.00 per hour for all hours worked pursuant to this Agreement, minus any applicable payroll taxes required by state and federal law, payable in accordance with the City's established protocols and procedures used for City employees. Pfof shall not be entitled to any additional compensation or any severance pay upon termination of this Agreement.

3.3 Subject to Section 4.0, Pfof is entitled to receive compensation for hours worked, which includes all time spent on City related business, regardless of when or where performed and includes travel to and from business related meetings. Pfof may not invoice the City for travel to and from home to the City, or work unrelated to his work for the City, whether personal or professional, even if performed while at the City and during regular business hours of the City.

3.4 Pfof shall not be entitled to receive any benefits of employment provided to City's regular full-time or management employees, including, but not limited to, group health or medical benefits, life insurance, and vacation and other leave accruals. Pfof specifically acknowledges that his employment by the City under this Agreement is intended to be temporary and of limited duration, and that he will not be entitled to be a member of or accrue benefits under the California Public Employees Retirement System (CalPERS). Notwithstanding the foregoing, Pfof may elect to participate in any salary deferral program under Internal Revenue Code section 457 that is maintained by the City and for which Pfof is eligible, without contribution from the City.

4.0 Hours of Work

The parties hereby expressly understand and agree that Pfof's hours will not exceed 960 hours in the Fiscal Year 2021/2022 in accordance with California Government Code section 21221. Pfof shall be responsible for ensuring he does not exceed the 960 hour per fiscal year limit. The City shall regularly audit Pfof's hours to ensure compliance with Government Code section 21221. Pfof is expected to work approximately 30 hours a week, including attendance at City Council meetings as needed.

5.0 General Expenses

Pfof is not entitled to receive reimbursement for general expenses incurred, nor shall he be expected to incur such expenses, in the performance of his duties pursuant to this Agreement. Notwithstanding the foregoing, if Pfof incurs an extraordinary expense related to the performance of his obligations pursuant to this Agreement and wishes to seek reimbursement from the City for such expense incurred, he shall do so by submitting a request for reimbursement to the Human Resources Director for approval. Any such request must be accompanied by a brief description of the expense and copies of receipts substantiating the expense.

6.0 Indemnification

Except for an act of misappropriation of public funds, or an indictment, the filing of an information, a plea of guilty or a plea of nolo contendere for a crime involving moral turpitude, City shall defend, hold harmless and indemnify Pfof against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of his employment as Interim Director of Community and Economic Development pursuant to and to the extent required by Government Code sections 825 and 995. Pursuant to Government Code section 825(a), City reserves its rights not to pay a judgment, compromise, or settlement until it is established that the injury arose out of an act or omission occurring within the scope of Pfof's employment under this Agreement.

7.0 Other Terms and Conditions

The City Manager, in consultation with Pfof, shall fix any such other terms and conditions, as it may determine from time to time, relating to the performance of Pfof, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any other applicable law.

8.0 Compliance with Law

Pfof shall comply with all applicable laws, ordinances, codes, and regulations of federal, state, and local government in the performance of the duties and obligations that are the subject of this Agreement.

9.0 Governing Law and Venue

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. Any legal action arising under or related to this Agreement shall be brought and prosecuted in the Orange County Superior Court.

10 General Provisions

10.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees. To the extent that other oral or written agreements exist or City Personnel Rules may apply to the relationship between City and Interim Director of Community and Economic Development, this Agreement supersedes all others.

10.2 Any notices required by this Agreement shall be either given in person or mailed by first class mail with the postage prepaid and addressed as follows:

IF TO CITY:

303 W. Commonwealth Ave.
Fullerton, CA 92832
Attention: Human Resources Director

IF TO INTERIM
DIRECTOR OF
COMMUNITY AND
ECONOMIC
DEVELOPMENT

Greg Pfof
[Address on file with HR Department]

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

10.4 The provisions of this Agreement are subject to CalPERS rules and regulations regarding the employment of CalPERS retirees. Any provision, or any portion thereof, determined by CalPERS to be inconsistent with such rules and regulations shall be deemed struck from this Agreement and shall not affect the validity or enforceability of any other provision of this Agreement.

10.5 Any modification of this Agreement shall be effective only if it is in writing and signed by the parties.

10.6 City shall bear the full cost of any fidelity or other bonds, or insurance policies in lieu thereof, required of the Interim Director of Community and Economic Development under any law or ordinance.

10.7 The foregoing recitals are true and correct and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

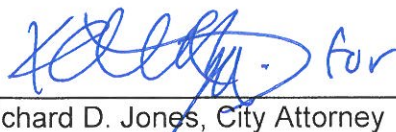
CITY OF FULLERTON

Steve Danley, Acting City Manager

ATTEST:

Lucinda Williams, City Clerk

APPROVED AS TO FORM:



Richard D. Jones, City Attorney

GREG PFOST