

**City of Garden Grove**  
**INTER-DEPARTMENT MEMORANDUM**

To:	Matthew J. Fertal	From:	Thomas F. Nixon
Dept:	City Manager	Dept:	City Attorney
Subject:	APPROVAL OF AN AGREEMENT WITH ALLAN L. ROEDER FOR INTERIM CITY MANAGER SERVICES	Date:	December 23, 2014

**OBJECTIVE**

To obtain City Council approval of an agreement with Allan L. Roeder to provide services as Interim City Manager pending the selection of a permanent City Manager.

**BACKGROUND/DISCUSSION**

It is anticipated that the process for selecting a permanent City Manager will take up to six months. Attached to this memorandum is a proposed agreement with Allan L. Roeder to provide services as Interim City Manager pending the selection of the permanent City Manager.

The Agreement provides, in significant part, as follows:

- Term of agreement commencing on January 1, 2015 and terminating on June 30, 2015 unless earlier terminated through the selection of the permanent City Manager;
- Compensation at the rate of \$120.00 per hour with no eligibility for additional compensation, benefits or severance pay; and
- Maximum of 960 hours of work.

**FINANCIAL IMPACT**

The maximum financial impact is \$115,200.

**RECOMMENDATION**

It is recommended that the City Council:

- Approve the Agreement for Interim City Manager services with Allan L. Roeder.
- Authorize the Mayor to sign the agreement on behalf of the City and make minor modifications, as appropriate.

  
THOMAS F. NIXON  
City Attorney

Attachment: Draft Agreement

Recommended for Approval

  
Matthew J. Fertal  
City Manager

**AGREEMENT RETAINING ALLAN L. ROEDER  
AS INTERIM CITY MANAGER  
CITY OF GARDEN GROVE**

THIS INTERIM EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the City of Garden Grove, a California municipal corporation organized and existing under the laws of the State of California, ("City") and Allan L. Roeder, an individual, (hereinafter referred to as "Roeder" or "Interim City Manager"), to be effective the 1st day of January 2015, and is made in reference to the following facts. City and Roeder are sometimes hereinafter individually referred to as "party" and are hereinafter collectively referred to as the "parties."

A. The City, by and through the City Council, desires to retain and appoint on an interim basis Allan L. Roeder as the Interim City Manager of the City pending the City Council's selection of a permanent city manager following completion of the ongoing professional recruitment process.

B. Allan L. Roeder desires to serve as the duly appointed Interim City Manager of City pending the City Council's selection of a permanent city manager following completion of the ongoing recruitment, and Roeder understands that he shall hold office at the pleasure of the City Council.

**THEREFORE, IT IS AGREED AS FOLLOWS:**

**1.0 Appointment**

1.1 The City Council hereby retains and appoints Allan L. Roeder as Interim City Manager of the City, effective January 1, 2015, and Roeder hereby accepts such employment and appointment with the City to perform the functions and duties specified in the Municipal Code and applicable state law pertaining to the position of City Manager of the City and legally permissible and proper duties specified by the City Council. This interim appointment is subject at all times to the terms and conditions of this Agreement and the written policies set by the City Council as well as the consent of the City Council when required by the terms of this Agreement.

1.2 Roeder hereby agrees to perform fully and faithfully the functions and duties of the office of the city manager, as the duly appointed Interim City Manager, 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 January 1, 2015, and shall continue in full force and effect until June 30, 2015, unless sooner terminated with or without cause or notice by the City Council, or by Roeder with 14 calendar days' advanced written notice to the City Council provided in accordance with paragraph 12.2.

### **3.0 Compensation**

3.1 The Interim City Manager shall maintain detailed line item timesheets describing his work time on a daily basis for the services rendered pursuant to this Agreement. Such timesheets must be submitted on a bi-weekly basis to the Human Resources Director, who shall each review and initial the timesheets verifying their accuracy. Once verified, the timesheets will be sent to the City's Accounting Department for review and payment in accordance with the City's established accounting practices.

3.2 Interim City Manager will receive compensation at the rate of \$120.00 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. Interim City Manager shall not be entitled to any additional compensation or any severance pay upon termination of this Agreement.

3.3 Interim City Manager 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. Interim City Manager may not invoice the City for travel to and from home to the City, or work of a personal nature, even if performed while at the City and during regular business hours of the City.

3.4 The Interim City Manager 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.

### **4.0 Hours of Work**

The parties hereby expressly understand and agree that the Interim City Manager's hours will not exceed 960 hours in the Fiscal Year 2014/2015 in accordance with California Government Code section 21221. Interim City Manager will work as-needed up to 32 hours per week and may work a maximum of 40 hours per week without prior approval. Interim City Manager will not work more than 40 hours in one week without first obtaining prior written approval from the Mayor.

### **5.0 General Expenses**

Interim City Manager 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 Interim City Manager 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 Interim City Manager 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 City Manager.

## **7.0 Other Terms and Conditions**

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

## **8.0 Independent Contractor**

The City regards the Interim City Manager's services set forth herein as unique and specialized and for a limited duration. The City certifies that the appointment is necessary to fill a critically needed position. It is agreed that Interim City Manager shall act and be an independent contractor and not an employee of the City.

## **9.0 Non-Liability of Council Members**

No City Council Member shall be personally liable to the Interim City Manager in the event of any default or breach by Council, and or by City, or for any amount, which may become due to the Interim City Manager. Interim City Manager's billed time for the services rendered pursuant to this Agreement shall be solely an obligation of the City to the extent permitted by law.

## **10.0 Compliance with Law**

Interim City Manager 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.

## **11.0 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.

**12.0 General Provisions**

12.1 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 City Manager, this Agreement supersedes all others.

12.2 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:	City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92840 Attention: City Clerk
IF TO INTERIM CITY MANAGER:	Allan L. Roeder [Address on file with HR Department]

12.3 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.

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

12.5 City shall bear the full cost of any fidelity or other bonds, or insurance policies in lieu thereof, required of the Interim City Manager under any law or ordinance.

12.6 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 GARDEN GROVE**

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Bao Nguyen, Mayor

**ATTEST:**

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Kathy Bailor, City Clerk

**APPROVED AS TO FORM:**

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Thomas F. Nixon, City Attorney

**"INTERIM CITY MANAGER"**



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Allan L. Roeder