

INTERIM CITY MANAGER  
EMPLOYMENT AGREEMENT

Between  
The City of Alameda  
And  
DAVID L. RUDAT

This Agreement (this "Agreement") is entered into as of July 24, 2018 by and between the City of Alameda, California, a municipal corporation (the "City"), and David L. Rudat, an individual ("RUDAT").

RECITALS

WHEREAS, the City has a need for an Interim City Manager effective August 6, 2018; and

WHEREAS, RUDAT has the necessary education, experience, skills and expertise to serve as the City's Interim City Manager; and

WHEREAS, the City Council of the City (the "City Council") desires to appoint RUDAT to serve as the Interim City Manager of the City of Alameda: and

WHEREAS, City, acting by and through its City Council, desires to employ the services of RUDAT as allowed under the provision of Government Code Section 21221(h); and

WHEREAS, RUDAT desires to accept employment as Interim City Manager of the City of Alameda under the terms and conditions of employment set forth below.

NOW THEREFORE, in consideration of these Recitals and the mutual covenants contained below, the parties agree as follows:

AGREEMENT

1. EMPLOYMENT. City hereby employs RUDAT as its Interim City Manager, and RUDAT hereby accepts such employment.
2. TERM. RUDAT shall commence serving as Interim City Manager effective August 6, 2018. He will serve in this position until the Termination Date. The "Termination Date" means the earliest to occur of: (a) The effective date of the City Council appointment of a permanent City Manager; (b) RUDAT has worked 960 hours for the City during the period of August 6, 2018 through June 30, 2019 as more fully described in Section 6; or (c) This Agreement is terminated by either party as set forth in Section 8 below.
3. DUTIES. As Interim City Manager, RUDAT shall serve as the City Manager for the City of Alameda and shall be vested with the authority granted to the City Manager in the Alameda City Charter. As Interim City Manager, RUDAT shall perform such duties and undertake such activities as may be assigned from time to time by the City Council, and which are consistent with the position of City Manager.

4. COMPENSATION. The salary for the position of Interim City Manager shall be \$123.75 hourly which shall be paid every two weeks on the same schedule as pay is provided to regular full time employees.

5. EMPLOYMENT BENEFITS AND WORKING CONDITIONS. RUDAT shall receive no employment benefits (including, but not limited to, retirement, annual leave, sick leave (except as required by law), holiday/floating holiday pay, health, dental, or any other benefits given to regular, full time employees) except that the City shall provide workers' compensation benefits as required by State law, and shall pay the employer's share of the Medicare tax. RUDAT shall be entitled to reimbursement for reasonable work related expenses to the same extent and in the same manner as other full time employees. RUDAT shall not receive a car allowance, but shall be entitled to the standard mileage reimbursement for the use of his own private vehicle for City business.

6. HOURS OF WORK. RUDAT shall work a 36- hour week as an exempt employee. The parties recognize that, pursuant to Government Code Section 21221(h), RUDAT is limited to working as an employee for no more than 960 hours for any and all CalPERS employers during the period of July 1, 2018 through June 30, 2019. It is estimated that RUDAT will be available to serve as Interim City Manager for a maximum of 26 weeks ending January 31, 2019. RUDAT agrees that during the term of this Agreement he will not accept employment in any position offered by any other agency that contracts with the California Public Employees Retirement System ("CalPERS").

7. RETIREMENT BENEFITS. The parties agree that, except as otherwise provided in this Agreement, RUDAT is not entitled to any post-employment benefit to be paid by the City of Alameda. The parties have entered into this Agreement pursuant to the provisions of Government Code Section 21221(h) for purposes of determining RUDAT's employment status under the Public Employees' Retirement Law. In the event that this Agreement is determined to be contrary to any provision of the Public Employees' Retirement Law, each party shall be solely responsible for paying to CalPERS any amounts respectively owed as the employer and employee contributions, including interest, in connection with RUDAT's employment with the City of Alameda. The parties also agree that each party is solely responsible for any administrative fees that may be assessed to each of them under Government Code Section 21220 or by CalPERS.

8. TERMINATION OF RUDAT'S EMPLOYMENT AS INTERIM CITY MANAGER.

- A. RUDAT may resign as Interim City Manager at any time and for any reason upon 30 days prior written notice to the City Council. Upon its receipt of such notice from RUDAT, the City Council may terminate RUDAT's employment as Interim City Manager any time within the 30-day period.
- B. The City Council may terminate RUDAT's employment as Interim City Manager at any time with or without cause upon seven (7) days prior written notice to RUDAT.

9. INDEMNIFICATION. City shall defend, hold harmless, and indemnify RUDAT against any claims, demands, or legal actions, whether specious, frivolous, or otherwise, arising out of an alleged action or omission, direct or indirect, occurring within the scope and during the course of RUDAT's employment as Interim City Manager. RUDAT will cooperate in good faith with the City with respect to the defense of such claims, demands or legal actions.

10. SEVERABILITY. In the event that any term of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the City and RUDAT, the remainder of this Agreement shall remain in full force and effect unless the term or terms held to be illegal or void are wholly inseparable from the remaining portions of the Agreement.

11. INTEGRATION CLAUSE. City and RUDAT acknowledge that this Agreement constitutes the sole and entire agreement of the parties in this matter and that any modifications may be made only in a writing signed by both the City and RUDAT. There are no representations, agreements, arrangements or understandings, whether written or oral, between the parties relating to the subject matter of this Agreement which are not fully set forth in this Agreement.

CITY OF ALAMEDA: A Municipal Corporation

By: \_\_\_\_\_  
Trish Herrera Spencer, Mayor

\_\_\_\_\_  
David L. Rudat

ATTEST: By: \_\_\_\_\_  
Lara Weisiger, City Clerk

APPROVED AS TO FORM: By \_\_\_\_\_  
City Attorney