

AGREEMENT FOR EMPLOYMENT OF GARRETT EVANS

This Agreement is made and entered into by and between the City of Pinole ("City"), a general law city, and Garrett Evans (or "EMPLOYEE"). This Agreement ("Agreement") will become effective as specified herein.

1. Appointment of EMPLOYEE as Interim City Manager

The City Council of the City of Pinole are authorized to negotiate the terms of an agreement with EMPLOYEE for his services through the City Attorney. The City Council and EMPLOYEE have engaged in such negotiations, and EMPLOYEE and the City now desire to agree in writing to the terms and conditions of EMPLOYEE'S temporary employment as Interim City Manager.

It is understood that EMPLOYEE will serve as the Interim City Manager while the City undertakes the recruitment process to hire a permanent replacement for the vacant City Manager position.

2. Term of Position

This Agreement will become effective on the date this Agreement is approved by the City Council and executed by the Mayor, or in the Mayor's absence, the Mayor Pro-Tem and EMPLOYEE. This Agreement and EMPLOYEE's employment shall remain in effect for up to one (1) year from the date of such execution, or until a permanent City Manager is appointed by the City Council, unless terminated in accordance with paragraph 5 herein. If no successor Agreement is entered into to extend EMPLOYEE's employment beyond the one (1) year term, his appointment to Interim City Manager with the City shall end. The City shall notify EMPLOYEE at least one (1) month in advance of agreement expiration of the intent to extend or not extend agreement. Pursuant to Government Code section 21221(h), as a retired PERS annuitant, EMPLOYEE may not perform more than 960 hours per fiscal year for the City, inclusive of other qualifying employment.

EMPLOYEE agrees and understands that the purpose of this Agreement is to provide for EMPLOYEE's services to the City on a short-term basis, that this Agreement reflects the City's need for interim services that a regular staff person cannot perform, and this Agreement does not create an ongoing position for EMPLOYEE with the City.

3. At-Will Employment

EMPLOYEE is an "at will" employee who shall serve at the pleasure of the City Council. Accordingly, the City Council may terminate EMPLOYEE'S employment as Interim City Manager at any time, with or without cause. This provision may not be altered except by a written instrument executed by EMPLOYEE and the City Council, which specifically references this Agreement and section.

4. Duties and Responsibilities

a. EMPLOYEE shall commence his duties as Interim City Manager on March 9, 2026, and will continue for a term of one (1) year through March 8, 2027 or until a permanent City Manager is appointed by the City Council.

b. EMPLOYEE shall serve as the Interim City Manager for the City subject to the terms and conditions set forth herein. EMPLOYEE shall also perform the functions and duties specified under the laws of the State of California, the Municipal Code of the City; the Ordinances and Resolutions of the City, the job description for the City Manager position, and such other duties and functions as the City Council may from time-to-time assign.

c. EMPLOYEE agrees to devote his productive time, ability, and attention to the City's business. As an exempt employee, EMPLOYEE shall not receive overtime or extra compensation for work performed outside normal business hours.

d. EMPLOYEE acknowledges that the position of Interim City Manager is a position of high visibility before the public. EMPLOYEE shall conduct themselves before the public, both during and outside of regular working hours, in a manner that reflects favorably upon the City.

e. EMPLOYEE will participate in a performance evaluation as needed.

f. EMPLOYEE will maintain a log of hours worked for the City and shall submit a record of hours worked to the City Finance Department according to the same schedule and procedures as other City retired annuitants. The City will provide Employee with copies of the hours reports periodically submitted to CalPERS regarding hours worked under this Agreement.

5. Termination of Employment as Interim City Manager and Severance

a. EMPLOYEE may terminate this Agreement with or without cause, by giving the City Council thirty (30) days written notice in advance of termination. During the notice period, all the rights and obligations of the parties under this Agreement shall remain in full force and effect.

b. The City Council may terminate this Agreement with or without cause, giving EMPLOYEE thirty (30) days written notice in advance of termination.

c. In the event EMPLOYEE's employment is terminated by the City, with or without cause, no severance payment shall be provided.

d. It is understood and agreed that the City has commenced active recruitment of a new City Manager and that this Agreement is one of limited duration until the commencement of employment of a new City Manager.

6. Compensation:

a. Effective March 9, 2026, EMPLOYEE shall be paid an

hourly rate of ONE HUNDRED THIRTY-ONE DOLLARS AND TWENTY-TWO CENTS (\$131.22), less applicable federal, state and local withholding. Such compensation shall be the sole compensation for services under this Agreement. EMPLOYEE shall also be reimbursed for reasonable job-related expenses incurred in the course and scope of his employment, except that Employee will not be compensated for mileage/commuting or housing expenses. As a retired PERS annuitant, EMPLOYEE shall not receive any holiday, vacation, sick, or administrative leave or any other benefit, incentive, or compensation in lieu of benefits other than the hourly rate of pay. EMPLOYEE understands and agrees that EMPLOYEE is not, and will not be, entitled to any benefits from the City.

b. EMPLOYEE understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, but temporary appointment not to exceed 960 hours in any fiscal year for all such employers; either (1) during an emergency to prevent stoppage of public business, or (2) because the retired employee has skills needed in performing the work of limited duration.

c. The City makes no representation on the impact, if any, this Agreement shall or may have upon EMPLOYEE's CalPERS retirement benefits, status, duties, and/or obligations. EMPLOYEE acknowledges that in entering into this Agreement, EMPLOYEE has not relied upon any such representations in assessing the CalPERS-related impact of this temporary employment. EMPLOYEE releases the City from any and all CalPERS-related claims or liabilities that may arise in connection with his employment per this Agreement.

7. Hours of Work

EMPLOYEE shall work a maximum of 960 hours in any fiscal year on City and Successor Agency business. EMPLOYEE may work a 9/80 or other flexible work schedule, following consultation with the City Council. As identified above, EMPLOYEE may not perform more than 960 hours per fiscal year for the City, inclusive of other qualifying employment. It is the responsibility of the EMPLOYEE to inform the City Council if his hours or work must be adjusted to ensure he does not exceed the 960 hours limit.

8. Indemnification

The City shall provide for the defense of EMPLOYEE in any action or proceeding alleging an act or omission within the scope of EMPLOYEE's employment in accordance with California Government Code sections 825, 995 et seq., and other applicable law. Notwithstanding anything to the contrary in this Agreement, in accordance with California Government Code section 825, subdivision (a), the City reserves the right to not pay any judgment, compromise or settlement subject to that section until it is established that the injury arose out of an act or omission occurring within the scope of EMPLOYEE's

employment pursuant to this Agreement. Further, notwithstanding anything to the contrary in this Agreement, the City reserves the right to refuse to provide for the defense of EMPLOYEE for the reasons set forth in California Government Code section 995.2 or other applicable provisions of law. Any City funds provided for the legal criminal defense of EMPLOYEE shall be fully reimbursed in accordance with California Government Code section 53243.1 if EMPLOYEE is convicted of a crime involving an abuse of his office or position as defined in California Government Code section 53243.4.

9. Notices

Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows:

a. The City:

Mayor of the City of Pinole
2131 Pear Street
Pinole, CA 94564

With a Copy to the:

City Attorney
2131 Pear Street
Pinole, CA 94564

b. Garrett Evans:

Address on file with the City

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service.

10. Abuse of Office

Government Code sections 53243, 53243.1, 53243.2, and 53243.3 are incorporated by this reference as if fully set forth herein.

11. Performance Evaluations

The City Council may review and evaluate the performance of EMPLOYEE as needed during the term of this Agreement.

12. Miscellaneous

a. The text herein shall constitute the entire agreement between the parties. This Agreement may not be modified, except by written agreement executed by both parties.

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

c. This Agreement shall be governed by the laws of the State of California.

d. This Agreement may be executed in counterparts containing original signatures.

Signed by:

Garrett Evans

2/23/2026

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Garrett Evans

DATE

Interim City Manager

Signed by:

Anthony Tave

2/24/2026

23AF000910314A1...
Anthony Tave

DATE

Mayor

ATTEST:

APPROVED AS TO FORM:

Signed by:

Heather Bell-Spears

Signed by:

Eric Casher

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Heather Bell-Spears,

47EA76C5E0214F6...
Eric Casher

CMC City Clerk

City Attorney