

RETIRED ANNUITANT EMPLOYMENT AGREEMENT

This Retired Annuitant Employment Agreement (“Agreement”) is made and entered into between David Crabtree (“Crabtree”) and the City of La Habra, (“City”), in order to provide, in writing, the terms and conditions of employment for the interim appointment under Government Code section 21221(h) for the position of Interim Director of Community and Economic Development (“Director”).

1. Employment: The City hereby appoints Crabtree as the Interim Director of Community and Economic Development of the City, and Crabtree hereby accepts that employment effective July 6, 2021. The employment under this agreement incorporates all of the requirements under Government Code sections 21221(h) and 7522.56.
2. Duties: Crabtree shall perform those duties and have those responsibilities that are commonly assigned to a Director of Community and Economic Development of a general law city in California, and as set forth in the job description for Director of Community and Economic Development. Crabtree shall perform such other legally permissible and proper duties and functions consistent with the office of the Director of Community and Economic Development and assistance in the recruitment, evaluation and selection of a permanent Director, as deemed necessary by the City Manager.
3. Compensation: City shall pay Crabtree an hourly rate of \$89.85, at the same time and intervals as other employees of the City are paid. This rate is consistent with the rate required under Government Code sections 21221(h) and 7522.56, as it is no more than the maximum, nor less than the minimum monthly base salary on the City’s salary schedule for the Director of Community and Economic Development classification, divided by 173.333 to equal an hourly rate. Crabtree will receive no benefits, incentives, or compensation in addition to the hourly rate of pay.
4. Term: The term of this Agreement shall be from July 6, 2021 to June 30, 2022, unless terminated earlier by either Party or because the City hires a permanent Director. Crabtree shall serve at the will and pleasure of the City Manager and understands he is an “at-will” employee subject to summary dismissal without any pre dismissal notice or hearing/meeting (e.g., “Skelly”) and that he is not entitled to post dismissal notice or hearing. Crabtree will not acquire any property interest in the position of Interim Director of Community and Economic Development and is employed solely on a temporary basis to perform specialized services in accordance with Government Code sections 7522.56(c) and 21221(h).

The Agreement shall automatically terminate upon the occurrence of any of the following events:

- The mutual agreement of the Parties;
- Notice of termination is given by either Party;
- The death or permanent incapacity of Crabtree;
- The City hires a permanent Director of Community and Economic Development;
- Crabtree works 960 hours in a fiscal year (July 1-June 30) for all California Public Employees’ Retirement System (“CalPERS”) employers; or
- The City stops actively recruiting for a permanent replacement.

The Parties understand and agree that this appointment is made only during that time that the City is recruiting to fill the Director of Community and Economic Development position on a permanent basis and that this agreement will not be renewed or extended.

5. Maximum Hours. Crabtree may not work more than 960 hours in a fiscal year (July 1 through June 30). The specific days and hours of work will be agreed upon by Crabtree and the City Manager. Crabtree also understands that if he works for more than one CalPERS agency during a fiscal year, the total number of hours worked for all CalPERS employers are included within the 960 hour maximum.
6. Effect on Retirement Benefits and Hold Harmless Agreement: The City makes no representation, promises, guarantees, or warranties, express or implied, on the impact, if any, this Agreement may have on Crabtree's CalPERS' retirement benefits, status, duties, or obligations. Crabtree acknowledges that in entering into this Agreement, he has not relied upon any representations by the City regarding the impact of this Agreement on his retirement benefits. Crabtree releases the City from any and all claims related to CalPERS retirement benefits that may arise in connection with his employment under this Agreement.
7. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.
8. Entire Agreement: Crabtree and the City declare and represent that no promise, inducement, or agreement not discussed in this Agreement has been made between them and that this Agreement contains the entire expression of agreement between Crabtree and the City on the subjects addressed in this Agreement.
9. Integration: This Agreement is intended by the Parties to be a fully integrated document. The terms of this Agreement are the complete, exclusive, and final embodiment of the Parties' intent and may be modified only in a written document signed by all Parties.
10. Negotiated Agreement: The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
11. Notices: Any notices to be given under this Agreement by either Party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the Parties as set forth below, but each Party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing:

CITY: City of La Habra
 Attention: Human Resources
 110 East La Habra Boulevard
 La Habra, California 90633

CRABTREE: David M. Crabtree

12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California in full force and effect as of the date of execution.
13. Assistance of Counsel: Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain it.

This Agreement is entered into this _____ day of June, 2021.

CITY OF LA HABRA

EMPLOYEE

JIM SADRO, CITY MANAGER



DAVID M. CRABTREE

ATTEST:

LAURIE SWINDELL
CITY CLERK, CITY OF LA HABRA