

EMPLOYMENT AGREEMENT  
WITH MARK LINDER  
TO PERFORM SPECIALIZED AND  
TEMPORARY SERVICES  
AS INTERIM CITY MANAGER


This agreement is entered into on December 7, 2022, by and between the CITY OF SONOMA, a municipal corporation, hereafter referred to the "City" and Mark Linder, hereafter referred to as "Employee".

WHEREAS, the City is in the process of recruiting for a regular employee to fill the role of the vacant City Manager position; and

WHEREAS, Mark Linder possesses the requisite specialized skills needed by the City and is available to provide services as Interim City Manager; and

WHEREAS, Mark Linder is able to serve in the role of Interim City Manager from January 2, 2023, until the City has successfully completed recruitment for a new City Manager and provided for up to a two-week overlap with the new City Manager in order to insure a smooth transition; and

WHEREAS, Mark Linder, as a Public Employees Retirement System ("PERS") annuitant, is limited in his ability to accept public employment pursuant to Government Code Section 21221(h); and

WHEREAS, Mark Linder is able to provide temporary services to the City of Sonoma under the terms of this Agreement and within the constraints of Government Code Section 21221(h) as a PERS annuitant and City desires to hire Mark Linder on these terms to provide specialized services of a limited duration, which is not anticipated to exceed eight months and will not exceed 737 hours for the balance of fiscal year 2022-2023. 

NOW THEREFORE, in consideration of the above stated desires and the mutual covenants, terms and conditions, herein contained, the parties hereto mutually and freely agree as follows:

**SECTION 1 – EMPLOYMENT CONDITIONS AND DUTIES**

a. Employee is appointed by and shall serve at the pleasure of the City Council. Employee has performed his due diligence to confirm with PERS that he may accept this temporary appointment as a PERS annuitant.

b. The Employee shall be responsible for performing duties of the Interim City Manager position and other duties and special projects as assigned.

## **SECTION 2 – EMPLOYMENT TERM**

a. City agrees to employ Employee and Employee agrees to be employed and remain in the employment of City for a term beginning January 2, 2023, and ending not later than June 30, 2023. This is an at-will position and Employee has no property interest in his position.

b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the City to terminate the services of the Employee at any time during such employment terms or any renewal thereof subject to the provisions as set forth in this agreement.

c. Nothing in this Agreement shall prevent, limit, or otherwise interfere with Employee's right to resign at any time from this position with the City, subject to the provisions as set forth in this agreement.

## **SECTION 3 – EMPLOYEE RESIGNATION**

In the event the Employee terminates this Employment Agreement by voluntary resignation, in writing, before expiration of the employment terms or any renewal(s) thereof, Employee shall not be entitled to any severance pay but shall be entitled to payment in full for any earned salary to which he is entitled as of the final day on City payroll. In the event that the Employee voluntarily resigns this position before normal expiration date of the employment terms or any renewal he shall give the City at least ten (10) days' advance written notice unless the parties agree otherwise. The Employee, should he resign, shall be paid for any earned salary to which he is entitled as of the final day on City payroll.

## **SECTION 4 – EMPLOYMENT TERMINATION**

Employee serves in an at-will capacity as Interim City Manager, during the period of time stated in this agreement. The City may terminate or remove the Employee with or without cause and without any advance notice. Employee waives any rights he may have to challenge or appeal such termination.

## **SECTION 5 – WORK HOURS**

The City Manager shall coordinate the work schedule based upon needs of the City. The Mayor may provide direction to Employee regarding the desired work schedule.

## **SECTION 6 – SALARY**

The City shall pay the Employee for all services rendered and worked pursuant to this agreement at \$103.79 per hour, which represents the annual salary of the City Manager position, divided by twelve months and divided again by

173.333, as required by Government Code Section 21224(a) and 21221(h). Employee's salary will be paid on a bi-weekly basis in conformance with the City's established pay periods and pay days; although Employee is required by Government Code Sections 21224(a) to be compensated on an hourly basis, Employee is an FLSA exempt employee and is not entitled to overtime, even if his work week exceeds 40 hours. The Employee shall not receive benefits, incentives or compensation in lieu of benefits, sick leave, holiday, vacation pay or any other form of compensation in addition to the hourly rate during his employment under this employment agreement.

#### **SECTION 7 – INDEMNIFICATION**

If the employee is named as a party in litigation relating to Employee's actions or inactions as a City employee, the City shall defend Employee and pay any judgment which may be entered against Employee, consistent with the terms of applicable law including Government Code 810 et seq.

#### **SECTION 8 – ENTIRE AGREEMENT AND AMENDMENTS**

a. This agreement supersedes any and all other agreements between the parties hereto with respect to the employment of the Employee by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducement, promise, or agreements have been made by any party or anyone acting on behalf of any party orally or otherwise which are not embodied herein.

b. No other agreement, statement or promise not contained in this Agreement shall be valid or binding or shall be used in interpreting the meaning of this Agreement.

c. Amendments, modifications or changes may be made to this Agreement and shall become effective on the date contained therein when executed in writing and mutually signed by both parties to this Agreement.

d. This Agreement and any amendments, modifications or changes thereto shall be binding upon the City during its term.

e. This Agreement and any amendments, modifications or changes thereto shall be binding upon the Employee and inure to the benefit of the heirs at law and executors of the Employee.

**SECTION 9 – SEVERABILITY**

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

"EMPLOYEE"

"CITY"

  
\_\_\_\_\_  
Mark Linder

  
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By: Jack Ding, Mayor