

**INTERIM CITY MANAGER  
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on this 29<sup>th</sup> day of October, 2012 by and between the City of Burbank (City), a municipal corporation, and Kenneth R. Pulskamp (Pulskamp).

**RECITALS**

1. City is organized under a Charter that provides for a City Council/City Manager form of government, which means that the City Manager oversees day-to-day management and operation of City.
2. City is currently searching for a permanent City Manager because of recent departure of its City Manager.
3. While conducting this search, City is in need of an Interim City Manager and desires to employ Kenneth R. Pulskamp in that position until a permanent City Manager is selected and assumes office.
4. Kenneth R. Pulskamp desires to serve as Interim City Manager of Burbank on such terms set forth herein.

**AGREEMENT**

NOW, THEREFORE, City agrees to engage the services of Pulskamp as its Interim City Manager and Pulskamp agrees to be Interim City Manager, all for the compensation and subject to the covenants and conditions as set forth herein.

1. Employment
  - A. City hereby employs Pulskamp as Interim City Manager to perform the functions and duties specified in the City Charter, ordinances and resolutions of City. Pulskamp shall also perform other legally permissible and proper duties as City Council may from time to time assign.
  - B. Pulskamp hereby accepts such employment. He further agrees to perform his duties to the best of his ability in accordance with the highest possible and ethical standards of the profession and shall comply with all rules and regulations established by City.
2. Term

This Agreement shall become effective on December 3, 2012 and shall remain in effect up until a permanent City Manager is selected and assumes office or until June

30, 2013, whichever date is earliest (Initial Period). If a permanent City Manager has not assumed office by June 30, 2013, and it's the intent of the parties for Pulskamp to continue as Interim City Manager an amendment to this Agreement reflecting the same will be executed. During the term of this Agreement, Pulskamp shall be an "at will" contractual employee of the City and is an exempt employee under Fair Labor Standards Act.

### 3. Hours and Compensation

- A. During his employment Pulskamp shall devote such time, interest and effort to the performance of this Agreement as is necessary to duly carry out his duties in accordance with all applicable PERS standards and regulations. Notwithstanding the foregoing, Pulskamp agrees during the Initial Period to work 32 hours/4 days per week, which time may be flexed depending on the needs of the City in his judgment. The maximum hours/days Pulskamp will work during this Initial Period is 952 hours/119 days.
- B. Pulskamp shall be paid at the rate of \$106.167 an hour, payable bi-weekly at the same time that other City employees are regularly paid, which shall be subject to all applicable federal, state and local tax reporting and withholding requirements.
- C. During term of this Agreement, City shall reimburse Pulskamp for reasonable business expenses necessary to carry out his duties including attendance at conferences consistent with any City codes and policies regarding the same.

### 4. Benefits

Pulskamp acknowledges and agrees that he shall not receive any other benefits that are generally available to other City employees, including but not limited to retirement, medical, dental, sick leave, vacation time or otherwise which accrue to other employees of City, and hereby expressly waives claim to any such rights.

### 5. PERS

At the time this Agreement is entered into, Government Code section 21221 allows a PERS retiree to perform contractual employee services for up to a total of 960 hours any fiscal year for all PERS contracting employers without being reinstated from retirement, and without loss or interruption of PERS retirement benefits. However, it is agreed and acknowledged by the parties, neither the City nor any of its elected or appointed officials, officers, employees, or agents assures, represents, or guarantees that performance of the contracted for services will have no impact upon Pulskamp's PERS retirement benefits. If controversy arises between him and PERS regarding the impact of this Agreement and the services provided herein upon the nature of PERS retirement benefits, the City shall provide factual information as needed to potentially resolve the controversy. City, however, shall have no obligation to intervene in or

defend or prosecute such dispute notwithstanding the indemnification set forth in Section 7 of this Agreement.

6. Conflict of Interest

Pulskamp covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services pursuant to this Agreement. He further covenants that in the performance of this Agreement he shall be subject to and abide by the provisions of the Political Reform Act (Government Code Section 81000 et. seq.) and the City's Conflict of Interest Code.

7. Indemnification

City shall provide Pulskamp the defenses and indemnities as provided by Government Code section 825 for those claims or actions arising out of an act or omission occurring within the scope of his employment as the Interim City Manager. This covenant shall survive the termination of this Agreement unless the employment of Pulskamp is terminated with cause.

8. General Provisions

- A. All of Pulskamp's writings, reports, and other documentation generated as the result of this Agreement are and shall be the property of the City.
- B. This Agreement is for professional and unique services by Pulskamp, which are personal to the City and this Agreement is not transferable or assignable by him.
- C. The provisions of the Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa. The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.
- D. This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Any litigation brought pursuant to this Agreement shall be in Los Angeles County. Pulskamp expressly waives any rights he might otherwise have as provided in Code of Civil procedure Section 394 to remove any action from Los Angeles County.
- E. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of these services, compensation

or benefits. Any modifications of this Agreement will be effective only if it is in writing and signed by the parties.

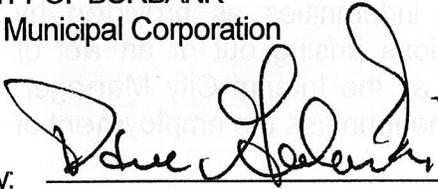
F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unforeseeable by a court of law, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

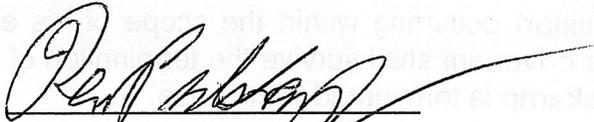
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

"City"

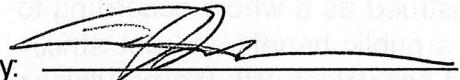
"Pulskamp"

CITY OF BURBANK  
A Municipal Corporation

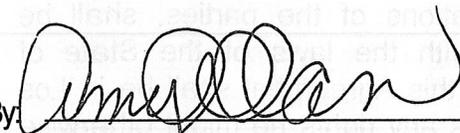
By:   
Dave Golonski  
Mayor

  
Kenneth R. Pulskamp  
Interim City Manager

ATTEST:

By:   
Zizette Mullins  
City Clerk

APPROVED AS TO FORM:

By:   
Amy Albano  
City Attorney