

RESOLUTION NO. 9944

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY
APPOINTING RETIRED ANNUITANT AS INTERIM POLICE CHIEF AND
APPROVING RETIRED ANNUITANT AGREEMENT**

Gov. Code sections 7522.56 & 21221(h)

WHEREAS, Due to the retirement of the Police Chief of the City of Fountain Valley in July 2024, and the end of assignment for the current Interim Police Chief (Michael Ishii), the City Council requires the appointment of an Interim Police Chief, effective January 6, 2025; and

WHEREAS, the Fountain Valley City Council has determined that it is critically necessary to fill the vacancy on an interim basis to ensure continuity in leadership; and

WHEREAS, the Fountain Valley City Council has determined that Rodney Cox is a Retired Annuitant with the expertise, experience, and qualifications required to fill the vacancy of Interim Police Chief; and

WHEREAS, the Fountain Valley City Council hereby appoints Rodney Cox as an interim appointment retired annuitant to the vacant position of Police Chief for the City of Fountain Valley under Government Code section 21221(h), effective January 6, 2025; and

WHEREAS, an appointment under Government Code section 21221(h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the current status of this recruitment is open, active, and publicly posted; and

WHEREAS, this section 21221(h) appointment shall only be made once and, therefore, will end on January 5, 2026, or until a full-time replacement has been appointed; and

WHEREAS, the entire employment agreement, contract, or appointment document between Rodney Cox and the City of Fountain Valley has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms, or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum monthly base salary for this position is \$ 22,104.07 and the hourly equivalent is \$127.5235 and the minimum monthly base salary for this position is \$18,185.07 and the hourly equivalent is \$104.9139; and

WHEREAS, the hourly rate paid to Rodney Cox will be \$127.5235; and

WHEREAS, Rodney Cox has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the Fountain Valley City Council hereby:

1. Appoint Rodney Cox as Interim Police Chief, as described herein and detailed in the attached Retired Annuitant Agreement, and
2. Authorizes executing the attached Retired Annuitant Agreement between the City of Fountain Valley and Rodney Cox.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Fountain Valley, California, held on January 21, 2025, by the following vote:

Ayes:	Constantine, Grandis, Harper, Cunneen, Bui
Nays:	None
Absent:	None
Abstain:	None



Ted Bui, Mayor

ATTEST:



Rick Miller, City Clerk

APPROVED AS TO FORM:

HARPER & BURNS LLP



Vanessa Lassooy, Attorneys for the City

CITY OF FOUNTAIN VALLEY
RETIRED ANNUITANT AGREEMENT – INTERIM POLICE CHIEF

This Agreement ("AGREEMENT") is made and entered into as of January 6, 2025, between the City of Fountain Valley, a municipal corporation, hereinafter referred to as "CITY" and Rodney Cox, an individual, hereinafter referred to as "RETIRED ANNUITANT." In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follows:

SECTION 1. RECITALS. This AGREEMENT is made and entered into with respect to the following facts:

- a. The CITY is desirous of obtaining the services of a qualified person to provide services to temporarily staff the vacant Police Chief position as Interim pursuant to Government Code 21221 (h); and
- b. The City Council has determined that the public interest, convenience, and necessity require execution of this AGREEMENT.
- c. The employment shall be limited to 960 hours per fiscal year.
- d. A Government Code 21221(h) appointment may only be made once with this agency.
- e. The compensation to be paid RETIRED ANNUITANT cannot be less than the minimum and may not exceed the maximum monthly base salary paid to other employees performing comparable duties pursuant to a publicly posted pay schedule, divided by 173.33, to equal the hourly rate.

SECTION 2. SERVICES. RETIRED ANNUITANT shall serve as the CITY's Interim Police Chief (hereafter "POSITION") and provide all necessary functions of such position attendant thereto.

SECTION 3. PERFORMANCE. RETIRED ANNUITANT shall at all times faithfully, competently, and to the best of his/her ability, experience, and talent perform all tasks described herein. RETIRED ANNUITANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of RETIRED ANNUITANT hereunder in meeting his obligations under this AGREEMENT.

SECTION 4. EXTRA SERVICES. No extra services shall be rendered by RETIRED ANNUITANT under this AGREEMENT unless such extra services have first been duly authorized in writing by the CITY.

SECTION 5. CITY SUPERVISION. The City Manager shall have the right of general supervision of all work performed by RETIRED ANNUITANT.

SECTION 6. PAYMENT. The CITY agrees to pay RETIRED ANNUITANT at the hourly rate of \$127.5235 per hour, or Step 5 of the hourly rate of the Police Chief as shown in CITY's most recently adopted salary schedule, whichever is greater, which is within the salary range of the classification for Police Chief, and RETIRED ANNUITANT will not receive any other benefit, incentive, or compensation in lieu of benefit, or other form of compensation in addition to the hourly pay rate.

SECTION 7. SUSPENSION, TERMINATION, OR ABANDONMENT OF AGREEMENT. CITY may, with or without cause, at any time, immediately suspend, terminate, or abandon this AGREEMENT, or any portion hereof, by service upon RETIRED ANNUITANT of written notice. Upon receipt or delivery of said notice, RETIRED ANNUITANT shall immediately cease all work under this AGREEMENT unless the notice provides otherwise. RETIRED ANNUITANT may, with or without cause, at any time, suspend, terminate, or abandon this AGREEMENT, or any portion hereof, by service upon CITY of at least thirty (30) days prior written notice.

SECTION 8. TERM. This AGREEMENT is effective as of January 6, 2025, and shall remain and continue in effect until the successful hiring of a permanent Police Chief or earlier termination as provided for under this AGREEMENT, whichever occurs first.

SECTION 9. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension, or abandonment of, this AGREEMENT, all original documents, designs, drawings, notes, reports, documents, drives, floppy disks, diskettes or other materials prepared, developed or discovered by RETIRED ANNUITANT during the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the CITY and may be used, reused or otherwise disposed of by the CITY without the permission of the RETIRED ANNUITANT. Upon completion, expiration, or termination of this AGREEMENT, RETIRED ANNUITANT shall turn over to the CITY all original documents, designs, drawings, notes, reports, documents, floppy disks, drives, diskettes, or other materials prepared, developed, or discovered by RETIRED ANNUITANT during providing the services to be performed pursuant to this AGREEMENT.

SECTION 10. RETIRED ANNUITANT. RETIRED ANNUITANT is hired in conformance with CalPERS regulations governing the use of retired annuitants. RETIRED ANNUITANT has specialized skills to perform the duties of the POSITION. No employee benefits shall be available to RETIRED ANNUITANT in connection with the performance of this AGREEMENT. Except for RETIRED ANNUITANT's hourly compensation as provided for in this AGREEMENT, CITY shall not pay salaries, wages, benefits or other compensation to RETIRED ANNUITANT for performing services hereunder.

SECTION 11. NOTICE. Whenever it is necessary for either party to serve written notice on the other regarding this AGREEMENT, such notice shall be served personally or may be furnished in writing by either party to the other, by the following means:

CITY:

RETIRED ANNUITANT

U.S. Mail

Rodney Cox

City of Fountain Valley

Email:Rodney.Cox@fountainvalley.gov

10200 Slater Avenue
Fountain Valley, CA 92708
Attn: City Clerk

Notice via U.S. Mail or email shall be deemed to have been served seventy-two (72) hours after the same has been deposited in the United States Postal Service or upon receipt, whichever occurs first. Notice by Electronic Mail shall be deemed to have been served at the time the email is sent. This shall be valid and sufficient service of notice for all purposes.

SECTION 12. CONFLICTS OF INTEREST. RETIRED ANNUITANT covenants that he or she has no interest and shall not acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of his or her services hereunder. RETIRED ANNUITANT further covenants that he/she has not contracted with nor is performing any services directly or indirectly with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the CITY and further covenants and agrees that RETIRED ANNUITANT shall provide no services to or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or firm(s) doing business in the CITY prior to the completion of the work under this AGREEMENT without the express written consent of the City Council.

SECTION 13. ENTIRE AGREEMENT. This AGREEMENT contains the entire understanding between CITY and RETIRED ANNUITANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this AGREEMENT shall be effective only if in writing and signed by all parties. If any term, condition, or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be valid and binding.

SECTION 14. WAIVER. Waiver by any party hereto of any term, condition, or covenant of this AGREEMENT shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 15. BINDING EFFECT. This AGREEMENT shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

SECTION 16. LICENSED STATUS. RETIRED ANNUITANT shall, at all times during the term of this AGREEMENT, have in full force and effect all licenses required by law. CITY desires the personal services of RETIRED ANNUITANT, and this AGREEMENT is not transferable or assignable.

SECTION 17. GOVERNING LAW. This AGREEMENT shall be interpreted and construed according to the laws of the State of California. In the event of litigation between the parties, the venue in state trial courts shall lie exclusively in the County of Orange.

SECTION 18. UNEMPLOYMENT INSURANCE CERTIFICATION. Pursuant to Government Code section 7522.56, by signing this AGREEMENT, RETIRED ANNUITANT certifies that he or she has not received unemployment insurance payments from any public employer within 12 months prior to the effective date of this AGREEMENT.

IN WITNESS, WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY



Ted Bui, Mayor

RETIRED ANNUITANT



Rodney Cox

ATTEST:



Rick Miller, City Clerk

Approved as to Form:
HARPER & BURNS LLP



Attorneys for the City