



# City of Desert Hot Springs

65-950 Pierson Blvd. • Desert Hot Springs • CA • 92240

(760) 329-6411

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## FOR IMMEDIATE RELEASE

**Desert Hot Springs, California (August 22, 2013)** - The City Council has hired Robert Adams to serve as Interim City Manager until a permanent City Manager is hired in the near future. Mr. Adams was selected from a group of six qualified candidates. Mr. Adams' first day on the job will be September 3, 2013.

Since Mr. Adams is a retiree of the CalPERS, the State's retirement system, he is only permitted to work a maximum of 960 hours per fiscal year (July – June). Mr. Adams will be paid an hourly wage of \$93.75 per hour and mileage reimbursement with no benefits..

See attached Employment Agreement and Resume for further details.

The Mayor and members of the City Council are available to answer any questions.

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Attachments:

Employment Agreement  
Resume

# EMPLOYMENT AGREEMENT

**By and Between  
City of Desert Hot Springs  
Desert Hot Springs Housing Authority  
Successor Agency to the Former Desert Hot Springs Redevelopment Agency  
And  
Robert F.D. Adams**

This Employment Agreement is entered into as of August 21, 2013, by and between the City of Desert Hot Springs, California, a municipal corporation (the "City"), Desert Hot Springs Housing Authority and Successor Agency to the former Desert Hot Springs Redevelopment Agency ("Affiliated Agencies"), and Robert F.D. Adams, an individual with respect to his employment as the Interim City Manager for the City and Interim Executive Director of the Affiliated Agencies ("Employee"), with Employee and the City collectively referred to as the "Parties."

## RECITALS

WHEREAS, the City operates under the City Manager form of government pursuant to Government code Sections 34851 et seq.; and

WHEREAS, Employee shall hold office at the pleasure of the City Council and the Boards of the Affiliated Agencies; and

WHEREAS, the City and the Affiliated Agencies require the services of Employee to serve as Interim City Manager and Interim Executive Director of the Affiliated Agencies; and

WHEREAS, Employee has the necessary education, experience, skills and expertise to serve as the Interim City Manager for the City and Interim Executive Director of the Affiliated Agencies.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree and commit as follows to the terms and conditions of employment between the City and the Affiliated Agencies and Employee:

## TERMS AND CONDITIONS

### **I. Term of Employment.**

The term of this Agreement will commence August 22, 2013 and terminate in accordance with the terms of this Agreement. At any point, the Parties may mutually agree in writing to extend or abbreviate the term of the Agreement.

### **II. Obligations of the City and Affiliated Agencies.**

The City and Affiliated Agencies shall provide Employee with the compensation and benefits specified in this Agreement.

### **III. Duties and Obligations of the Employee.**

A. Employee shall perform all duties of the City Manager as described in the Desert Hot Springs Municipal Code and the Executive Director of the Affiliated Agencies and any other related duties as may be prescribed by the City Council or Boards of the Affiliated Agencies.

B. Employee shall act in the best interests of the City and Affiliated Agencies at all times and shall perform all of his duties in a competent and professional manner.

C. Employee agrees to devote all necessary time and attention to the City's and Affiliated Agencies' business during the term of this Agreement, consistent with the terms of this Agreement. Employee shall not engage in any other employment, whether for compensation or otherwise, without the prior written consent of the City Council and Boards of the Affiliated Agencies. Under no circumstances shall such outside activities create a conflict of interest with the duties of Employee and the City or Affiliated Agencies.

D. Employee shall record the number of hours he works and provide that number of hours to the City on a biweekly basis. Under no circumstances shall Employee work more than 960 hours in a fiscal year (July-June), unless the State/CalPERS modify the maximum hours allowed. If such a modification occurs, this Agreement will be deemed automatically modified to be consistent with the maximum total number of hours permitted by State/CalPERS. As set forth in Section IX below, this Agreement shall automatically expire upon the completion of 960 hours of work in a fiscal year, or the maximum number of hours established by the State/CalPERS.

### **IV. Employee Compensation.**

The City and Affiliated Agencies agree to provide Employee the following salary and benefits:

A. Salary. Employee's hourly rate of pay beginning upon actual commencement of work, shall be \$93.75 (based on a monthly salary of \$15,000), which sum shall be paid pursuant to the procedures regularly established, and as they may be amended by the City and Affiliated Agencies in their sole discretion.

B. Mileage Reimbursement. Employee shall be entitled mileage reimbursement at the current IRS reimbursement rate for all travel related to the business of the City or Affiliated Agencies. The expense of commuting between Employee's residences and City Hall shall not be reimbursed. Employee is required to provide proof of vehicle insurance prior to being paid any mileage reimbursement and shall maintain appropriate vehicle insurance during the entire term of the Agreement in order to be eligible to continue receiving mileage reimbursement.

C. Taxes. The City and Affiliated Agencies shall withhold from any compensation or benefits provided under this Agreement all federal, state, local or other taxes as may be required pursuant to law or governmental regulation or ruling.

D. Reimbursement of Expenses. Employee shall be entitled to reimbursement for transportation, business and travel expenses incurred in the performance of his duties, subject to the City's discretion and approval and consistent with the City's travel and reimbursement policies.

E. Usual and Customary Office Provisions.

The City and/or Affiliated Agencies shall provide all necessary and customary office space, supplies, materials and equipment necessary to perform the job of Interim City Manager and Interim Executive Director of the Affiliated Agencies.

F. Office Hours.

Employee shall maintain reasonable office hours Monday through Thursday, and work a flexible schedule at Employee's reasonable discretion, consistent with the duties of his office, with appropriate notice for time off without compensation for holidays, medical and/or other personal leave.

G. Non-Reimbursable Costs.

Employee shall not be entitled to reimbursement for any residential lodging in or around the Coachella Valley.

H. Time Off.

Employee shall not be entitled to any paid time off such as but not limited to sick leave, administrative leave or holidays.

**V. Bonding.**

The City and Affiliated Agencies shall bear the full cost of any fidelity or other bonds required of Employee by law.

**VI. Indemnification.**

The City and Affiliated Agencies shall defend and indemnify Employee against any claim(s) on the same terms and conditions, and in the same manner prescribed by the Government Claims Act, Government Code Sec. 810, et seq. In addition, if such protections are not included in said code sections, it is agreed that Employee will be reimbursed for any costs incurred in connection with any civil rights claims resulting from Employee's performance of his duties under this Agreement, even if said claim is made after the termination of Employee's services to the City and Affiliated Agencies hereunder. Further, Employee will be reimbursed for any reasonable travel expenses incurred after his employment terminates if he is providing assistance to the City or Affiliated Agencies in defending any action, is being deposed or otherwise is legally required to attend a meeting or hearing, or if the City or Affiliated Agencies request that he do so.

**VII. Professional Associations, Memberships and Subscriptions.**

The Parties agree that Employee will maintain membership in such state, regional and local professional organizations as is normal and ordinary for a City Manager, and subscribe to such professional publications as may be reasonably necessary in carrying out his duties as Interim City Manager and in order to maintain and enhance his professional skills. Associated costs of such membership and subscriptions shall be paid by the City. Any time spent by the Interim City Manager attending conferences or other activities of such organizations will not be considered part of the Employee's hours worked unless such attendance is approved in advance by the City Council.

**VIII. Termination of Employment.**

A. At Will.

Employee shall serve at the will and pleasure of the City Council and Boards of the Affiliated Agencies and may be removed from office (terminated) for any reason or no reason as provided herein, upon a majority vote of the City Council and Boards of the Affiliated Agencies. Nothing in this Agreement shall prevent the City Council and Boards of the Affiliated Agencies from terminating this Agreement and the services of Employee at its sole discretion.

B. Termination. The City and Affiliated Agencies shall provide Employee with written notice at least five (5) calendar days in advance of his termination. Employee shall not be entitled to any payment (i.e., severance) beyond the effective date of termination other than any wages earned through the effective date of termination. Employee shall have no right to appeal or grieve his termination and/or the terms of this Agreement.

C. Resignation.

Employee may resign from employment by providing written notice to the City Council and Boards of the Affiliated Agencies at least thirty (30) calendar days prior to the effective date of his resignation. Upon resignation, Employee shall be paid all wages due through the effective date of such resignation, providing all such wages are in fact earned. The parties may mutually agree in writing to allow Employee to resign with less than 30 calendar days' notice.

D. Expiration of Agreement.

This Agreement shall automatically expire, and the Employee's employment shall be immediately terminated at the earlier occurrence of: 1) the end of business on the first day of work of a regular City Manager/Executive Directors [the regular City Manager/Executive Directors shall have authority over the Interim City Manager/Interim Executive Director on that first day of work]; or 2) upon completion by the Employee of 960 hours of work in a fiscal year. Upon expiration, Employee shall be paid all wages due through the effective date of the expiration of this Agreement.

**IX. Confidential Information.**

Employee acknowledges and stipulates that in the performance of his duties, the City and Affiliated Agencies will disclose and entrust him with certain confidential or proprietary information. Employee agrees not to directly or indirectly disclose or use at any time any such information, whether it be in the form of records, lists, data, personnel information, drawings, reports, or otherwise, of a business or technical nature, which was acquired or viewed by Employee during Employee's relationship with the City and Affiliated Agencies unless such disclosure is authorized by the City or Affiliated Agencies in writing, required by law or required in the performance of Employee's duties. This provision shall survive the termination or expiration of this Agreement.

**X. Notice.**

Any notices required hereunder shall be in writing and shall be given by personal delivery or overnight courier service to the Party to whom it is to be given at the address set forth below, or at such other address as each Party hereto may direct by notice given in accordance with the terms and conditions of this section. All notices shall be deemed effective upon personal delivery or upon three (3) business days following deposit with any overnight courier service in accordance with this section:

For the City of Desert Hot Springs:

For the Interim City Manager:

City Clerk  
City of Desert Hot Springs  
65950 Pierson Boulevard, Suite A  
Desert Hot Springs, CA 92240-3044

Robert F.D. Adams

Any notice required to be given to Employee under this Agreement shall be addressed to him at his last known address as reflected in the City's personnel records. Any Party may change its address for the purpose of this section by giving written notice of such change to the other Party in the manner herein provided.

**XI. General Provisions.**

**A. Governing Law and Severability.**

This Agreement shall be governed by the laws of the State of California. If any clause, sentence, section or other provision of this Agreement is, for whatever reason, deemed void, unlawful or otherwise unenforceable, then such shall be severed and the balance of this Agreement construed as if the severed language was not a part hereof.

**B. Modification, Amendment, Waiver.**

No modification or amendment of any provision of this Agreement shall be effective unless approved in writing and signed by both Parties. The failure of a Party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and

shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

C. Assignment.

Neither the Agreement nor any of the rights or obligations created herein shall be assignable by the Employee without the written approval of the City and Affiliated Agencies, which may be given or denied at the City's or Affiliated Agencies' sole discretion.

D. Counterparts.

This Agreement may be executed in any one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The transmission of an executed signature page by any Party may also be accomplished via facsimile or via electronic transmission, and such copies of such documents may be treated as if they were originals.

E. Section Headings.

The section headings used herein are not a substantive part of this Agreement and are included solely for convenience and have no bearing upon and do not in any way limit the application of the terms and conditions of this Agreement.

F. Incorporation.

The Recitals are true and correct and are incorporated herein by this reference.

G. Venue.

All judicial proceedings involving disputes over the terms of this Agreement shall be initiated and conducted in the applicable court in Riverside County, California.

H. Entire Agreement.

This Agreement represents the entire and integrated contract between the City/Affiliated Agencies and Employee and supersedes all prior understandings, negotiations, representations, or agreements.

I. 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.

J. Voluntary Agreement.

Employee represents and warrants that he has read carefully and fully understands all the provisions of this Agreement, that he is free to enter into this Agreement and to render the services described in it, that he entering into and performance of this Agreement will not breach or violate or conflict with any other agreement (written or oral) to which he is a party, and that he has had an opportunity to consult with his legal counsel prior to entering into this Agreement and has either done so or voluntarily chosen not to do so. Employee is voluntarily entering into this Agreement. Employee agrees that this Agreement shall be read as if the Parties share equal responsibility for its drafting. The City and Affiliated Agencies represents and warrants that it has the right and power to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have entered into this Employment Agreement as of the date first written above.

CITY OF DESERT HOT SPRINGS  
AND AFFILIATED AGENCIES

By: \_\_\_\_\_  
Yvonne Parks, Mayor/Chair

EMPLOYEE

By: \_\_\_\_\_  
Robert F.D. Adams

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Steven B. Quintanilla, City Attorney/General Counsel



**Robert F. D. (Bob) Adams**  
[REDACTED]

**Employment History**

**2011**                    ***Interim Human Resources Director, Madera, CA***

Negotiated 4 expired labor agreements, processed grievances, and handled the day to day operations of the Human Resources Department including Risk Management.

**2008 – 2010**        ***Interim City Manager, Vallejo, CA***  
***Interim Development Services Director, Vallejo, CA***

As City Manager: appointed to re-organize government structure, re-define how services were delivered, developed new revenues, re-negotiated labor agreements, negotiated re-structuring of debt with banks, and developed a plan of adjustment to get the City out of Chapter 9 Bankruptcy.

As a Management Specialist with Management Partners, Inc. assigned as interim Development Services Director, Tasks included: supervision of 3 divisions (code enforcement, planning and building inspection), negotiating development agreements, reviewing/improving the development review process, and re-activating the redevelopment efforts of the City. Vallejo filed for bankruptcy protection and consequently my tasks were keyed to improving the tax base for property values and the commercial development of retail centers that will generate sales tax revenues. A major project which has been stalled for 12 years is the development of Mare Island which is a former U.S. Navy nuclear submarine construction facility. Major issues included brown field contamination and cost of new infrastructure in a historically significant area. The last building commissioned by President Abraham Lincoln is one of the many structures on the site.

**1996 –2008**                    ***City Manager, Manteca, CA***

Directed all programs of a full service city with a \$110 million budget. Services included water, sewer & refuse utilities; parks development and maintenance; municipal golf course operations; police and fire protection; capital improvement program; road and storm drain maintenance. Negotiated agreements with developers, labor unions and other public agencies. Concurrently served as Redevelopment Agency Executive Director for three active project areas with a total RDA budget of \$20 million for development and housing rehabilitation.

Highlights: Redevelopment of a 360 acre defunct sugar refinery into a commercial/industrial complex that is the jewel of the city. Major commercial tenants include Target, Food 4 Less, Home Depot, Chevrolet dealership, & TJ Maxx. Major industrial tenants include American Modular, Advance Packaging, Millard Refrigeration, Ford Motor Co., Frito-Lay, & Carl Karcher Enterprises. Recruitment and negotiation of a Big League Dreams facility built in consortium with a power center. Recruitment and negotiation of "Life Style" shopping center with Bass Pro Shop as an anchor. Coordination of a 30 MGD surface drinking water plant and distribution system in cooperation with 4 other cities and the local irrigation district.

**1988 – 1996**                    ***City Manager, Lafayette, CA***

Administered all programs of a contract city. Maintained liaisons with other governmental agencies. Acted as City's Risk Manager. Coordinated and directed work programs and activities of volunteer commissions and committees which made reports directly to the City Council. Oversaw capital improvement program that included pavement management system, traffic safety and storm drain improvements. Supervised the successful passage of a G.O. Bond special election for road and storm drain rehabilitation and construction. Established City's first adopted Redevelopment Project Area and served as Agency's Executive Director.

Highlights: New Veterans Hall, new library, street renovations and storm drain improvements as a result of creating redevelopment agency and passage of bond measure.

**Robert F. D. Adams**

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**1981 – 1988**                      **City Manager, Dinuba, CA**

Guided all programs of a full service city. Services included water & sewer utilities, ambulance, public safety, capital improvement program, maintenance of parks & roads, and administrative support services associated with the successful operation of the city. Negotiated all labor agreements and other city contracts and agreements. Concurrently served as City's first Redevelopment Agency Executive Director. Developed a comprehensive capital improvement program. Reorganized city departments to promote cost effectiveness and improve public services. Administered and coordinated sewer plant expansion grant and water system master plan and construction.

Highlights: Establishment of City's first Redevelopment project area that has become a model for downtown success for small cities in California's Central Valley.

**1977 – 1981**                      **Administrative Assistant, Santa Rosa, CA**  
Public Works Department  
Finance & Administrative Services Department

**1975 – 1977**                      **Personnel Director/Administrative Assistant, Visalia, CA**

**1974**                                **Administrative Intern, Visalia, CA**

**Related Activities**

- 2012**                                **Speaker at Colorado City Managers Association meeting regarding Vallejo, CA Bankruptcy and Political Will**
- 2008**                                **Speaker at Municipal Management Assistants of Northern California regarding Council/Manager relations**
- 1988 – 2008**                      **Director & Past President, Municipal Pooling Authority (Risk Management JPA)**
- 1996 – 2008**                      **Operating Committee Member, South County Surface Water Supply Project, South San Joaquin Irrigation District**
- 1996 – 2008**                      **Past Chair & Member, San Joaquin Council of Governments: Managers and Finance Committee**
- 1996 – 2008**                      **Past Chair & Member, San Joaquin Division of the League of California Cities, City Managers Department**
- 2002 – 2007**                      **Past Chair & Member, Governing Board, Doctors Hospital of Manteca**
- 2002 – 2007**                      **Board Member, Supplemental Law Enforcement Oversight Committee (SLEOC), San Joaquin County**
- 1998 – 2001**                      **Executive Committee, City Managers Department, League of California Cities**

**Educational History**

MPA                                Brigham Young University, UT  
BA                                University of California, Berkeley

**References Available Upon Request**