

**AGENDA FOR THE SPECIAL MEETING  
DUNSMUIR CITY COUNCIL  
COUNCIL CHAMBERS  
5902 DUNSMUIR AVE, DUNSMUIR, CA  
SEPTEMBER 20, 2016  
CLOSED SESSION: NONE  
REGULAR SESSION: 4:00 PM**

**As a courtesy, please turn off cell phones and electronic devices while the meeting is in session. Thank you.**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. FLAG SALUTE**
- 4. APPROVAL OF AGENDA**
- 5. APPROVAL OF MINUTES: None**
- 6. COMMITTEE REPORTS: None**
  - a. Economic Development/Tourism**
  - b. Finance**
  - c. Public Facilities and Services**
  - d. Public Safety**
  - e. Airport**
  - f. Solid Waste**
  - g. Mossbrae**
  - h. Audio Visual**

**7. ANNOUNCEMENTS AND PUBLIC COMMENT**

Regular City Council meetings are televised on Channel 15 to keep City residents informed of City Council actions and deliberations that affect the community. Meetings are scheduled to be televised on the 1<sup>st</sup> and 3<sup>rd</sup> Thursday of each month. Meetings that take place on dates other than the 1<sup>st</sup> and 3<sup>rd</sup> Thursday will not be televised.

As this is a Special Meeting, this time is set aside for citizens to address the City Council on matters listed in the Special Meeting agenda. Only those items addressed in the notice of Special Meeting may be discussed in public comment. In the alternative, the City Council may request speakers to provide their public comments regarding a given item at the time of consideration of that item. **Each speaker is allocated three (3) minutes to speak. Speakers may not cede their time to another speaker.** Comments should be limited to matters on the Special Meeting agenda. Speaker forms are available from the City Clerk, 5915 Dunsmuir Ave, Dunsmuir, on the City's website, or on the podium. The City Council can only take action on matters that are on the Agenda. If you have documents to present to members of the City Council, please provide a minimum of seven (7) copies.

**8. ANNOUNCEMENTS AND REPORTS FROM COUNCIL AND STAFF:**

Members of the Council or staff may ask questions, request reports for a later meeting, or ask that an item be placed on a future agenda on any subject within the Council's jurisdiction.

**9. CONSENT AGENDA: None**

The Consent Agenda consists of proposed actions on business matters which are considered routine and for which approval is based on previously approved City policy or practice. The Consent Agenda will be approved by a single motion to "Adopt the Consent Agenda" and Council Members will vote without debate. Council Members may remove a Consent Agenda matter for any reason and request that it be placed on the Agenda for discussion and consideration. Matters removed from the Consent Agenda will be placed on the agenda as an item of "New Business" for discussion and consideration.

**10. PUBLIC HEARING: None**

Public Hearing Protocol:

- a. Mayor will describe the purpose of the Public Hearing.
- b. City Staff will provide the Staff Report.
- c. City Staff will respond to questions from the City Council.
- d. Mayor will open the Public Hearing.
- e. Citizens wanting to comment will come to the podium, provide the City Clerk with their name and address and provide their comments.
- f. Mayor will close the Public Hearing.

**11. OLD BUSINESS: None**

**12. NEW BUSINESS:**

- A. Receive and file separation agreement with Paul Poczobut
- B. Consider possible appointment of Acting City Manager
- C. Authorize Ad Hoc Committee to negotiate for consulting services with Randy Johnsen to be Interim City Manager
- D. Authorize Ad Hoc Committee to search for new permanent City Manager

**13. ADJOURNMENT:**

**Copies of this agenda were posted at City Hall, Dunsmuir City Library, Dunsmuir Park and Recreation District Office and at the Post Office on or before Monday, September 19, 2016 at 4:00.**

The City of Dunsmuir does not discriminate on the basis of race, color, national origin, religion, age, gender, sexual orientation, disability or any other legally protected classes in employment or provision of services. Persons who need accommodations for a disability at a public meeting may call City Hall at (530) 235-4822 for assistance. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to accommodate participation in the meeting.

**CERTIFICATION**

This is the official Dunsmuir City Council Agenda, created and posted in accordance with the Dunsmuir City Council Protocols.

  
\_\_\_\_\_  
Julie Iskra, Deputy City Clerk

09-19-2016  
Date

## SEPARATION AGREEMENT AND GENERAL RELEASE

CITY OF DUNSMUIR ("City") and PAUL H. POCZOBUT, JR. ("Employee") enter into this Separation Agreement and General Release ("Agreement") as follow:

### RECITALS

1. Pursuant to an Employment Agreement entered into on or about March 4, 2016, Employee serves as City Manager and Chief Financial Officer.
2. The Employment Agreement had no set term and acknowledged that Employee was "at will" and could be terminated at any time with or without cause. The City and Employee wish to terminate the Employment Agreement and provide a release of all claims, causes of action or rights resulting from Employee's employment with the City.

### WITNESSETH

In consideration of the covenants and promises contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Relinquishment of Employment Rights: Employee voluntarily relinquishes his employment with the City and all such rights arising from his employment agreement. The last day of Employee shall be September 23, 2016.
2. Consideration: In consideration for Employee signing this Agreement and compliance with the promises made herein, the City agrees to pay Employee twenty-two thousand five-hundred dollars (\$22,500.00). The City shall also pay three (3) months medical insurance premium for Employee.
3. General Release of Claims: Employee, and his heirs, executors, administrators, successors, and assigns, knowingly and voluntarily release and forever discharge, to the full extent permitted by law, the City, its affiliates, subsidiaries, divisions, predecessors, successors and assigns, current and former employees, elected officials, insurers and agents thereof (collectively referred to throughout the remainder of this Agreement as "City"), of and from any and all claims, known and unknown, asserted and unasserted, Employee has or may have against the City as of the date of execution of this Agreement, including, but not limited to, any alleged violation of:

Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Employee Retirement Income Security Act of 1974, as amended; the Immigration Reform and Control Act, as amended; the American with Disabilities Act of 1990, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Workers Adjustment and Restraining Notification Act, as amended; the Occupational Safety and health Act, as amended; the Employee

Retirement Income Security Act including any breach of fiduciary duty; the California Wage orders, as amended; the California Fair Employment and Housing Act, as amended; the California Labor Code, as amended; the California and Federal Equal Pay Laws, as amended; common law or statutory claims for discrimination or harassment based upon gender, age race, national origin, sex, disability, marital status, medical condition, or any other basis; the United States or California constitutions including any claims for violation of the right of privacy; any wage, wage-hour, or wage payment laws; any federal, state or local civil, human rights, bias, payment laws; any federal, state or local civil, human rights, bias, retaliation, harassment, or discrimination law or any other local, state or federal law, regulation or ordinance; claims for personal injury, emotional distress or loss of consortium; any public policy or common law; commission of any tort (whether negligent, intentional or otherwise); claims for equitable relief; breach of contract, whether written, oral, express or implied; any whistleblower laws; any leave and/or disability laws; claims of wrongful discharge; claims of misrepresentation or fraud; claims of defamation; and claims for costs, fees, or other expenses including attorneys' fees incurred or claimed in relation to the foregoing.

Nothing in this Agreement prohibits or prevents Employee from filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before a federal, state, or local government agency. However, to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover an individual monetary relief or other individual remedies.

4. Waiver of Unknown Claims: This is a full and final release covering all unsuspected, unknown, undisclosed and unanticipated losses, wrongs, injuries, debts, claims or damages to employee which may have arisen, or may arise, from any act or omission prior to the date of execution of this Agreement, and which arise out of or are related, directly or indirectly, to Employee's dealings with the City. Therefore, Employee waives any and all rights or benefits which he may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

Employee acknowledges that he has read this Agreement, including the waiver of California Civil Code Section 1542, and that he has been provided the opportunity to consult with counsel about the Agreement and specifically about the waiver of Section 1542, that Employee understands the Agreement and the Section 1542 waiver, and so freely and knowingly

enters into this Agreement. Employee acknowledges that he may hereafter discover facts different from or in addition to those he knows or now believes to be true with respect to the matters released or described in this Agreement, and he agrees that the releases and agreements contained herein shall be and will remain effective in all respects notwithstanding any later discover of any such different or additional facts. Employee hereby assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies described herein or with regard to any facts which are now unknown to Employee relating thereto.

5. Governing Law and Enforcement: The Agreement shall be governed and conformed in accordance with the laws of the state in which Employee was employed at the time of her last day of employment without regard to its conflict of laws provision. In the event the Employee or the City breaches any provision of this Agreement, employee and the City affirm that either may institute an action to specifically enforce any term or terms of this Agreement. In any such action, the prevailing party shall be entitled to recovery of reasonable attorney's fees. Should any provision of this Agreements be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement.

6. Non-admission of Wrongdoing: The parties agree that neither this Agreement nor the furnishing of the consideration stated herein shall be deemed or construed at any time for any purpose as an admission by the City of any liability or unlawful conduct of any kind.

7. Amendment: This Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Agreement.

8. Entire Agreement: This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior obligation of the City to the Employee. Employee acknowledges that he has not relied on any representations, promises, or agreements of any kind made to his in connection with his decision to accept this Agreement, except for those set forth in this Agreement.

9. Counterparts and Facsimile Signature: This Agreement may be executed in counterparts and shall be deemed fully executed when each party has signed and transmitted a counterpart to the other. All counterparts taken together shall constitute a single agreement. A facsimile or electronic emailed signature shall have the same force and effect or an original signature.

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

**HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THE CONSIDERATION SET FORTH IN PARAGRAPH "2" ABOVE, EMPLOYEE FREELY AND KNOWINGLY,**

**AND AFTER DUE CONSIDERATION, ENTERS INTO THIS INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS HE HAS OR MIGHT HAVE AGAINST THE CITY.**


10. Revocation: Employee may revoke his signature of this Agreement within seven (7) calendar days of signing it by delivering written notice of revocation to the City Clerk. If the Employee revokes his signature, the City reserves the right to terminate Employee's employment as provided for in Section III-B of the Employment Agreement.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Agreement as of the date set forth below:

Dated: \_\_\_\_\_, 2016      **CITY OF DUNSMUIR**

By: \_\_\_\_\_

Dated: Sept. 16, \_\_\_\_\_, 2016      **EMPLOYEE**

  
\_\_\_\_\_  
PAUL H. POZOBUT, JR.