

## **RESOLUTION NO. 2018-0014**

Adopted by the Sacramento City Council

January 9, 2018

### **Resolution Authorizing the City Manager to Execute Employment Agreement GC Sections 7522.56 & 21224**

#### **BACKGROUND**

- A. In compliance with Government Code section 7522.56 the City Council must provide CalPERS a certification resolution when hiring a retiree before 180 days has passed since his or her retirement date.
- B. Joy Patterson, CalPERS ID, is retiring from the City of Sacramento in the position of Principal Planner (Zoning Administrator), effective December 31, 2017; and
- C. Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 29, 2018 without the necessary certification resolution.
- D. Section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive.
- E. The City Council, the City of Sacramento and Joy Patterson certify that Joy Patterson has not and will not receive a Golden Handshake or any other retirement-related incentive.
- F. The City Council hereby authorizes City Manager Howard Chan to enter into an employment agreement with Joy Patterson as an extra help retired annuitant to perform the duties of a Principal Planner for the City of Sacramento under Government Code section 21224, effective January 10, 2018.
- G. The entire employment agreement, contract or appointment document between Joy Patterson and the City of Sacramento has been reviewed by this body and is attached hereto.
- H. No matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar.
- I. The employment shall be limited to 960 hours per fiscal year.

- J. 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.
- K. The maximum monthly base salary for this position is \$11,019.69 for which the hourly equivalent is \$63.575148. The minimum monthly base salary for this position is \$8,398.60 for which hourly equivalent is \$48.453467; and
- L. The hourly rate paid to Joy Patterson will be \$59.035845.
- M. Joy Patterson has not received, 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.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The appointment of Joy Patterson, as described herein and detailed in the attached employment agreement, is necessary to assist the City in meeting new compliance requirements for the cannabis program set to take effect on January 1, 2018.
- Section 2. The City Manager, or the City Manager's designee, is authorized to execute the attached temporary employment agreement with Joy Patterson.

**Table of Contents:**

Exhibit A – Agreement for Temporary Employment

Adopted by the City of Sacramento City Council on January 9, 2018, by the following vote:

Ayes: Members Carr, Hansen, Harris, Jennings, Schenirer, Warren and Mayor Steinberg

Noes: None

Abstain: None

Absent: Members Ashby and Guerra

Attest:

*The presence of an electronic signature certifies that the foregoing is a true and correct copy as approved by the Sacramento City Council.*

**AGREEMENT FOR TEMPORARY EMPLOYMENT**

THIS AGREEMENT is between the CITY OF SACRAMENTO, State of California, a municipal corporation (“City”), and Joy Patterson, an individual (“Employee”) (collectively, the “Parties”). It is effective on the latest date of signature below, or January 10, 2018, whichever is later.

1. Appointment and Scope of Services: Pursuant to this Agreement, Employee is appointed as Principal Planner, and shall temporarily perform the functions of this position, which is a position involving highly-specialized and critically-needed skills, performs administrative/executive work of unusual difficulty in the Community Development Department; complete the cannabis Zoning Administrator Hearings to ensure consistency in policy; prepare cannabis ordinances for Title 17 in response to changing regulatory demands and conditions; and assist the Planning Director in transitioning the duties of the Zoning Administrator and South Area Principal Planner. Such employment is “at will,” subject to the terms of this Agreement, and Employee shall perform said duties at the pleasure of and under the direct supervision of the Community Development Director.

2. Compensation and Work Schedule:

Rate of Pay: Employee shall be paid at the rate of \$59.035845 per hour. The City has confirmed that this rate is not less than the minimum, nor in excess of the maximum, paid by the City to other employees performing comparable duties (divided by 173.333 to equal an hourly rate) as listed on the City’s publicly-available pay schedule and publicly-available employment agreements. Payments will be made on regularly scheduled City payroll dates, and shall be subject to all applicable payroll taxes and withholdings. Such compensation shall be the sole compensation for Employee’s services under this Agreement.

Work Schedule and 960-hour Limitation: Employee is expected to devote necessary time, within and outside normal business hours, to the business of the City. However, pursuant to Government Code section 21224(a) and section 7522.56(d), Employee is allowed to work a maximum of 960 hours per fiscal year for all public employers that contract with CalPERS for retirement benefits. The City retains the right to designate, reduce, change, or amend the number of hours assigned to Employee consistent with the City’s workload and other needs. If Employee’s annual hours are approaching 960, then the City retains the right to summarily suspend Employee’s duties under this Agreement and to reassign any scheduled hours, as needed, to ensure that Employee does not exceed the maximum hours allowed by this Agreement. Employee will be responsible for keeping track of his hours worked on a daily time sheet form provided by the City.

Exempt Position: The position is exempt from FLSA overtime pay requirements. This temporary employment generally will not exceed 40 hours per week. The

City, through the City Manager, will assign Employee hours to work. Due to the nature of the position, it is understood that the work day and work week hours may exceed beyond a typical 8-hour day and/or a 40-hour work week.

3. Employment Status:

- A. Benefits: Other than the compensation described above in Section 2, Employee will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. Employee understands and agrees that she is not, and will not be, eligible to receive any benefits from the City, including any City group plan for hospital, surgical, or medical insurance, any City retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of the City, except for Worker's Compensation Insurance coverage.
  - B. No Membership in Bargaining Unit: Employee understands that she is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of City employees.
  - C. No Property Right in Employment: Employee understands and agrees that the terms of his employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Employee further understands that she acquires no property interest in his employment by virtue of this agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that she can be terminated at any time for any reason or for no reason), and that she is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action.
  - D. Employment of a Retiree: Employee understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment to a position not to exceed 960 hours in any fiscal year for all such employers; either (1) during an emergency to prevent stoppage of public business or (2) because the retired employee has skills needed in performing the work of limited duration. In the event Employee is providing service to any other CalPERS public agency employer during the term of this Agreement, Employee must notify the City of such employment and disclose on a periodic basis (at a frequency determined by the City) the number of hours Employee is performing for that other public agency to ensure that the maximum number of hours is not exceeded.
4. Representation of Employee: Employee represents that she is properly trained and certified to perform the duties required of the position and this Agreement.
5. Effective Date and Term of Agreement: This Agreement shall be effective January 10, 2018 ("Effective Date"), and shall terminate automatically at midnight on May 31, 2019. Employment is temporary, at-will and may be

terminated with or without cause and with or without notice at any time by the Employee or the City.

6. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of the Employee and is not assignable or transferable by employee to any third party.
7. Governing Law/Venue: This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in Sacramento County.
8. Enforceability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
9. Conflict of Interest: Employee agrees that during the term of this Agreement, she will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated for or not, that would in any way conflict with, or impair Employee's ability to perform the duties described in this Agreement. Any work performed for the City outside the terms of this Agreement must be approved in advance in writing. Employee agrees to disclose whether she is performing work for any other CalPERS public agency employer as required by section 3.D. of this Agreement.
10. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the parties hereto. This Agreement supersedes any previous contracts, agreements, negotiations or understandings, whether written or oral, between the parties. Employee shall be entitled to no other compensation or benefits than those specified herein, and Employee acknowledges that no representation, inducements or promises not contained in this Agreement have been made to Employee to induce Employee to enter into this Agreement.

No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both parties. Employee understands that no oral modification of this Agreement made by any officer, agent, or employee of the City is effective. Employee specifically acknowledges that in entering into and executing this Agreement, she relies solely upon the provisions contained herein and no others.

11. Support Services and Equipment: Employee shall be provided office space and the necessary equipment during assigned working hours, sufficient to fulfill obligations under this Agreement, as determined by the City Council, at no cost to employee.
12. Reimbursement for Expenses: Employee shall be reimbursed by City in accordance with standard City travel policy (and federal and state law) for all authorized and necessary travel undertaken by Employee in performance of services pursuant to this Agreement. Employee shall document and claim said

