

RESOLUTION NUMBER 5453

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO APPOINT AN INTERIM DIRECTOR OF FINANCE AND APPROVING RESPECTIVE EMPLOYMENT AGREEMENT

WHEREAS, Government Code Section 21221(h) permits the City Council to authorize the City Manager to appoint a California Public Employee's Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as the single appointment meets the following general conditions: (i) the hours worked do not exceed 960 hours in a fiscal year, (ii) the hourly compensation does not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed on a published pay schedule for the vacant position, and (iii) no other benefits, incentives, compensation in lieu of benefits, or any other forms of compensation are provided in addition to the hourly rate; and

WHEREAS, the Director of Finance position remains vacant and such vacancy is disrupting the operations of the Finance Department; and

WHEREAS, the City is currently actively recruiting to permanently fill the Director of Finance position (beginning March 8, 2019) and will be accepting and reviewing applications and conducting background checks during the term of this interim appointment; and

WHEREAS, the City anticipates permanently filling the Director of Finance position by April 1, 2020; and

WHEREAS, to ensure the continued efficient operation of the Finance Department, the City Council desires to retain the services of Ronald L. Carr, who is a retired member of CalPERS, to serve on an interim basis as Interim Director of Finance until a permanent replacement for the Director of Finance is retained, but in no event longer than a year; and

WHEREAS, Mr. Carr has twenty years' experience in municipal finance administration and previously served as a Chief Financial Officer, Finance Director, and Controller and, therefore, can provide the leadership, managerial, and organization skills necessary to oversee the Finance Department; and

WHEREAS, it is understood by the City and Mr. Carr that the combined total hours to be served by Mr. Carr in any fiscal year for all CalPERS employers combined shall not exceed the 960 hour limitation set forth in California Government Code Section 21221(h) and Section 7522.56(d); and

WHEREAS, the hourly rate paid to Ronald L. Carr will be \$92.74 per hour, which is the maximum base salary for the Director of Finance position (\$16,075 divided by 173.33); and

WHEREAS, this appointment shall only be made once pursuant to Government Code Section 21221(h) and, therefore, will end by April 1, 2020 or earlier if terminated by the City or Mr. Carr; and

WHEREAS, the City Council has reviewed the proposed employment agreement by and between Ronald L. Carr and the City of Perris.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council finds the above recitals are true and correct and incorporated herein by this reference.

Section 2. Ronald L. Carr has the specialized skills needed to temporarily perform the work required of the Director of Finance position on an interim basis until a permanent Director of Finance is hired by the City and thereafter begins service. The job description for the Interim Director of Finance is attached hereto as Exhibit A.

Section 3. The City Council hereby authorizes the City Manager to appoint Mr. Ronald L. Carr as Interim Director of Finance effective April 1, 2019 pursuant to the authority provided under Government Code 21221(h) and 7522.56, during the recruitment, selection and employment of a permanent Director of Finance, to provide the critically needed, specialized skills necessary to manage the Perris Finance Department.

Section 4: The employment agreement with Ronald L. Carr, of which a copy is attached as Exhibit B, is hereby approved by the City Council.

Section 5. The City Manager is authorized to execute the employment agreement with Ronald L. Carr on behalf of the City, with the effective date of April 1, 2019 and other technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

ADOPTED, SIGNED and APPROVED this 12th day of March, 2019.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) §
CITY OF PERRIS)

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number 5453 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 12th day of March, 2019, and that it was so adopted by the following called vote:

AYES: MAGAÑA, CORONA, RABB, ROGERS, VARGAS
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

City Clerk, Nancy Salazar

EXHIBIT "A" TO RESOLUTION 5453

[Job Specifications on following pages]

EXHIBIT "B" TO RESOLUTION 5453

[Employment Agreement]



Director of Finance Class Specification

**FLSA Designation: Exempt
Effective: 03/2004
Revised: 09/2017**

DEFINITION

Under general administrative guidance, to plan, direct, manage, and oversee the activities and operations of the Finance Department including financial reporting, general accounting, payroll, budget preparation, debt administration, revenue management, special projects, grants, and purchasing; to coordinate assigned activities with other City departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

SUPERVISION EXERCISED

Exercises direct supervision over management, supervisory, professional, technical, and administrative support staff.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Assume full management responsibility for all Finance Department services and activities including financial reporting, general accounting, payroll, budget preparation, debt administration, revenue management, special projects, grants, and purchasing.

Manage the development and implementation of Finance Department goals, objectives, policies, and priorities for each assigned service area; establish, within City policy, appropriate service and staffing levels; allocate resources accordingly.

Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.

Represent the Finance Department to other City departments, elected officials and outside agencies; explain and interpret Finance Department programs, policies, and activities; negotiate and resolve sensitive, significant, and controversial issues.

Select, train, motivate, and evaluate Finance Department personnel; provide or coordinate staff training; work with employees to correct deficiencies.

Plan, direct, and coordinate the Finance Department's work plan; meet with management staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.

Oversee and direct calendar and fiscal year-end closing and related audits of the City, Redevelopment Agency, and Federal grants.

Review and approve intergovernmental financial reporting including the Federal, State, and County governments / agencies and a special district.

Review and approve financial reports of the City, Comprehensive Annual Financial Report (CAFR), and Redevelopment Agency; Manage and audit financial records and transactions for the City and Redevelopment Agency.

Coordinate, review, analyze, and monitor budgets for the City and Redevelopment Agency.

Issue debt; invest proceeds; account for all transactions; monitor legal compliance.

Prepare, review, and approve Council and Redevelopment Agency agenda items and staff reports including agreements, resolutions, ordinance amendments, and presentations.

Monitor financial and program compliance with the Federal, State, County, and other granting agency and legal requirements.

Review and allocate expenditures to special revenue funds to protect the General Fund.

Manage and participate in the development and administration of the Finance Department and City budgets; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; direct the monitoring of and approve expenditures; direct the preparation of and implement budgetary adjustments as necessary.

Coordinate Finance Department activities with those of other departments and outside agencies and organizations.

Provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.

Conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to Finance programs, policies, and procedures as appropriate.

Participate on a variety of boards and commissions; attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of municipal finance.

Respond to and resolve difficult and sensitive inquiries and complaints.

OTHER JOB RELATED DUTIES

Perform related duties and responsibilities as assigned.

JOB RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of:

Operational characteristics, services, and activities of a comprehensive finance program including advanced principles and practices of general and municipal government accounting, auditing, financial reporting, bond financing, investments, debt issuance, cash management, and purchasing; advanced principles and practices of budget development, preparation, and expenditure control.

Applicable federal, state, or and local laws, codes, and regulations, and Generally Accepted Accounting Principles (GAAP).

Organization and management practices as applied to the analysis and evaluation of finance programs, policies, and operational needs.

Program analysis and financial forecasting.

Modern and complex principles and practices of finance program development and administration.

Information sources and research techniques in the fields of public administration, financial planning, accounting, annual budget, capital budget, and annual audit preparation and procedures.

Modern office procedures, methods, and computer equipment and software applications.

Principles of supervision, training, and performance evaluation.

Safe driving principles and practices.

Skill to:

Operate modern office equipment including computer equipment and software.

Operate a motor vehicle safely.

Ability to:

Provide administrative and professional leadership and direction for the Finance Department.

Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient finance services.

Plan, organize, direct, and coordinate the work of management, supervisory, professional, technical, and administrative support personnel; delegate authority and responsibility.

Select, supervise, train, and evaluate staff.

Identify and respond to community and City Council issues, concerns, and needs.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Research, analyze, and evaluate new service delivery methods, procedures, and techniques.

Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.

Prepare clear and concise administrative and financial reports.

Interpret and apply the policies, procedures, laws, codes, standards, and regulations pertaining to finance programs and functions.

Communicate clearly and concisely, both verbally and in writing.

Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.

Minimum Qualifications:

Experience:

Ten (10) years of extensive experience in financial management plus five (5) years increasingly responsible professional experience in management and supervisory experience.

Training:

Bachelor's degree from an accredited college or university with major course work in finance, accounting, business administration or a related field. Possession of a Master's degree is desirable.

License or Certificate:

Possession of an appropriate, valid driver's license and insurability at regular rates for the City's automobile insurance.

Possession of a CPA is desirable.

Special Requirements:

Essential duties require the following physical skills and work environment:

Ability to work in a standard office environment; ability to travel to different sites and locations.

Effective Date: September 2017

CITY OF PERRIS
AT-WILL INTERIM DIRECTOR OF FINANCE
EMPLOYMENT AGREEMENT

This AT-WILL INTERIM DIRECTOR OF FINANCE EMPLOYMENT AGREEMENT ("Agreement") is made by and between the CITY OF PERRIS (the "City") and RONALD L. CARR ("Employee"). The City and Employee may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, Government Code subdivision 21221(h) permits retired annuitants under the California Public Employees' Retirement System ("CalPERS") to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position; and

WHEREAS, due to the recent resignation of the Director of Finance, the City is currently conducting a recruitment for a new Director of Finance; and

WHEREAS, the City anticipates the Director of Finance position will be filled with a permanent replacement by April 1, 2020; and

WHEREAS, pursuant to Perris Municipal Code Section 2.08.060, the City Manager has the authority to appoint all department heads; and

WHEREAS, the position of Director of Finance will serve as the department head for the City's finance department; and

WHEREAS, as a CalPERS retired annuitant under Government Code subdivision 21221(h), Employee possesses over 20 years of experience in a municipal financial oversight capacity, having previously been a chief financial officer, finance director and an assistant city manager. Employee has the specialized skill set to perform the required duties of Interim Director of Finance, desires to perform the duties of and assume responsibility for the position of Interim Director of Finance, and acknowledges that such employment is at-will and of a limited duration for a definite period of time, as described below; and

WHEREAS, the City desires to hire Employee as an at-will, limited duration employee for the position of Interim Director of Finance, which is a position that requires specialized skills, for a definite period of time, effective April 1, 2019; and

WHEREAS, the Parties wish to establish the terms and conditions of Employee's services to the City, as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

A G R E E M E N T

Section 1: TERM

The term of this Agreement shall commence on April 1, 2019 and shall automatically terminate on April 1, 2020, unless terminated prior to this date by either Party (the "Term"). The City shall terminate this Agreement in accordance with Section 4 of this Agreement upon the City finding a permanent replacement for the position of Director of Finance. In no event shall the Term exceed the 960-hour per fiscal year limit under Government Code subdivision 21221(h); in the event Employee works 960 hours per fiscal year during the Term of this Agreement, then this Agreement shall terminate automatically. April 1, 2019 shall be Employee's "Hire Date" for purposes of this Agreement.

Section 2: DUTIES, RESPONSIBILITIES, AND WORK HOURS

A. Employee shall be appointed to the position of Interim Director of Finance for the City's finance department, the duties of which are set forth fully in Exhibit "A" to this Agreement. Employee acknowledges the position of Interim Director of Finance requires specialized skills and expert professional services for a definite period of time, as described above in Section 1 of this Agreement.

It is recognized Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position. Employee acknowledges proper performance of the duties of Interim Director of Finance will require Employee to generally observe normal business hours (currently 8:00 a.m. to 6:00 p.m., Monday through Friday). Employee shall not work more than 40 hours per week. The City will permit Employee such reasonable "time off" as is customary for exempt employees of the City so long as the time off does not interfere with normal business, including City recognized holidays. Notwithstanding the foregoing, the Parties understand and agree, due to the CalPERS' limitation on the number of hours Employee can work for the City, Employee may not be available during some hours or days, if extra time is required for attendance at meetings and other reasons relating to City-business.

B. All data, studies, reports, and other documents prepared and/or reviewed by Employee while performing his duties during the Term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, spreadsheets, reports, procedures, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law. Such materials, without the prior written consent of the City Manager or his designee, shall not be used by Employee for any purpose other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

Section 3: COMPENSATION/ BENEFITS PROHIBITED

A. The City agrees to compensate Employee at the top step of the salary range for the Director of Finance position, which is currently Sixteen Thousand Seventy Five Dollars (\$16,075)

per month, to equal an hourly rate of Ninety Two Dollars and Seventy Four Cents (\$92.74; \$16,075 divided by 173.333). That calculated hourly rate is simply to show compliance with CalPERS' requirements (Gov't Code subdivision 21221(h)) and not to be construed as designating the Director of Finance position as hourly employment and anything other than salaried and exempt pursuant to the FLSA.

B. Employee shall not be eligible for any other benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate except for the above hourly rate and workers' compensation benefits.

C. Employee shall not be entitled to reimbursement for any costs or expenses incurred in the performance of Employee's duties under this agreement, unless said costs and expenses have received prior approval by the City Manager, and are supported by written documentation in accordance with the established policies and customary practices of the City.

Section 4: RESIGNATION/TERMINATION

A. Employee may resign at any time; provided, however, Employee shall reasonably provide the City Manager with at least two (2) weeks advance written notice.

B. Employee is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time, with or without cause, and with or without notice, at any time by the City Manager.

C. In accordance with state law and the requirements of the California Public Employees Retirement Law, Employee may not be reappointed to this position following the expiration of this Agreement, nor may this Agreement be modified to extend the term of the Agreement.

D. After notice of resignation or termination, Employee shall cooperate with the City, as requested by the City, to effect a transition of Employee's responsibilities and duties and to ensure that the City is aware of all matters being handled by Employee.

E. Employee shall not be entitled to severance pay and Employee expressly waives any and all rights with respect to severance pay.

Section 5: NOTICES

Notices required to be served pursuant to this Agreement shall be served in person or by first-class U.S. mail addressed as follows:

City

City Manager
City of Perris
101 North D Street
Perris, California 92570

Employee

Ronald L. Carr
Address on file with the City

Section 6: GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Agreement are described as follows:

A. Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of Employee's employment, or any other intentional or malicious conduct or gross negligence of Employee.

B. Entire Agreement. The text of this Agreement shall constitute the entire and exclusive agreement between the Parties regarding the subject matter hereof. All prior oral or written communications, understandings, or agreements between the Parties not set forth herein shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment. This Agreement is not assignable by either the City or Employee.

D. Severability. In the event any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be illegal or void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in 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 time or times.

F. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Riverside County, California. Employee expressly waives any right to remove any such action from Riverside County.

G. Effective Date. This Agreement shall not become effective until the later of the following to occur: i) April 1, 2019 or ii) the date on which the Agreement has been executed by both Employee and the City Manager.

H. Effect of Agreement on Employee's CalPERS Retirement Benefits. The City makes no representation on the impact, if any, this Agreement shall or may have upon his CalPERS retirement benefits, status, duties, and/or obligations. Employee acknowledges that in entering into this Agreement, he has not relied upon any such representations (none of which being in existence) in assessing the CalPERS-related impact of his employment. Therefore, Employee releases the City from any and all CalPERS-related claims or liabilities that may arise in connection with his employment pursuant to this Agreement.

I. No Unemployment Insurance Benefits Received By Employee. Employee expressly certifies and warrants to the City that he has not received any unemployment insurance payments for retired annuitant work for any public employer within the 12 months prior to his appointment date.

J. Compliance With 960 Hours Per Fiscal Year Limit. Employee further certifies and warrants to the City his anticipated work schedule of 40 hours per week will not cause him to exceed the 960 hours per fiscal year limit pursuant to Government Code subdivision 21221(h), including work for any other CalPERS employer during the current fiscal year.

K. Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 1090, 1125, and 87100 *et seq.* of the Government Code, and all other similar statutory and administrative rules. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement.

L. Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, that each has carefully reviewed this entire Agreement, that each and every term thereof is understood, and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

M. Government Code Sections 53243 - 53243.4. Government Code §§ 53243 - 53243.4 sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. Those statutes also require contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. Those statutes are incorporated herein by reference. Accordingly, the Parties agree it is their mutual intent to fully comply with the cited Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

Employee represents Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee.

IN WITNESS WHEREOF, the City of Perris has caused this Agreement to be signed and executed on its behalf by its City Manager, and approved as to form by the City Attorney, and executed by the Employee.

CITY OF PERRIS

Dated: _____

Richard Belmudez
City Manager

Approved as to form:

Dated: _____

Eric L. Dunn
City Attorney

EMPLOYEE

In signing this Agreement, Employee understands and agrees he is an at-will employee and his rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City, which might otherwise apply to classified or other employees of the City. Employee further acknowledges he was given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: _____

Signed _____
Ronald L. Carr
Employee