RESOLUTION NO. ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILPITAS
PURSUANT TO CALIFORNIA PUBLIC EMPLOYEES’ PENSION REFORM ACT OF 2013-
RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD IN ACCORDANCE TO
CALIFORNIA GOVERNMENT CODE SECTIONS 7522.56 AND 21224

WHEREAS, in compliance with Government Code Section 7522.56, the City of Milpitas City Council must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Felix Reliford, CalPERS ID#1805875722, will retire from the City of Milpitas in the position of Principal Housing Planner, effective December 26, 2014; and

WHEREAS, Section 7522.56 of the California Government Code requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 26, 2015, without a resolution of certification; and

WHEREAS, Section 7722.56 of the California Government Code provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Milpitas City Council, the City of Milpitas and Felix Reliford certify that Felix Reliford has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, over the past 17 years, Felix Reliford, Principal Housing Planner, has managed the City’s Community Development Block Grant (CDBG) Program and the housing programs over the last 12 years and has significant experience and knowledge related to federal mandated requirements for reporting on CDBG activities, completion of the housing element process, and administration of related programs and projects for the City; and

WHEREAS, the City of Milpitas City Council hereby desires to appoint Felix Reliford as an extra help retired annuitant to perform the duties of CDBG Program Manager for the City of Milpitas, General Plan Housing Element Update, and other similar and related duties under Government Code Section 21224 or 2127 or 21229, effective January 1, 2015 and ending on December 1, 2015; and

WHEREAS, the entire employment agreement, contract or appointment document between Felix Reliford and the City of Milpitas has been reviewed by this body and is attached hereto as Exhibit A; and

WHEREAS, no matters, issues, terms and/or conditions related to this employment and appointment have been or will be placed on the 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 base monthly salary for this position is $11,228 and the hourly equivalent is $64.78/per hour and the minimum base monthly salary for this position is $8,649 and the hourly equivalent is $49.90/per hour; and
WHEREAS, the hourly rate paid to Felix Reliford will be $55.00/per hour; and

WHEREAS, Felix Reliford 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.

NOW, THEREFORE, the City Council of the City of Milpitas hereby finds, determines, and resolves as follows:

1. The City Council has considered the full record before it, which may include but is not limited to such things as the staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

2. The City Council hereby certifies the nature of the appointment of Felix Reliford as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of CDBG Program Manager for the City of Milpitas, General Plan Housing Element Update, and other similar and related duties beginning on January 1, 2015 and ending on December 31, 2015.

3. The City Council hereby approves the resolution for the 180-Day Wait Period pursuant to Government Code 7522.56 and 21224.

PASSED AND ADOPTED this ______ day of _____________ 2014, by the following vote:

AYES: 
NOES: 
ABSENT: 
ABSTAIN: 

ATTEST: 

Mary Lavelle, City Clerk

APPROVED: 

Jose S. Esteves, Mayor

APPROVED AS TO FORM:

Michael J. Ogaz, City Attorney
EXHIBIT A

RETIR ED ANNUITANT EMPLOYMENT AGREEMENT

This Retired Annuitant Employment Agreement (“Agreement”) is made by and between the City of Milpitas, a municipal corporation of the State of California (“City”) and Felix J. Reliford, an individual (“Retired Annuitant”) as of December 16, 2014 (“Effective Date).

RECITALS

A. WHEREAS, Retired Annuitant is currently the City’s Principal Housing Planner and has managed the City’s Community Development Block Grant Program for the past seventeen (17) years and has also managed the City’s housing program for the past twelve (12) years; and

B. WHEREAS, Retired Annuitant has provided written notice to the City and will retire from City service effective on December 26, 2014 and will begin collecting a retirement pension from the California Public Employees’ Retirement System; and

C. WHEREAS, City is in the process of recruiting a Housing and Neighborhood Services Manager and will need assistance with the transition and certain special projects; and

D. WHEREAS, Retired Annuitant has the necessary qualifications, experience and abilities to assist the City in the administration of the Community Development Block Grant and Housing Programs; and

E. WHEREAS, City desires to retain the services of Retired Annuitant in accordance with California Government Code Section 21224 and Retired Annuitant agrees to provide certain services to City under the strict terms and conditions set out in this Agreement.

In consideration of this matter described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties of this Agreement agree as follows:

AGREEMENT

Section 1. Term of Services.

The term of this Agreement is from January 1, 2015 and shall automatically expire on December 31, 2015, unless terminated sooner as provided below.

Section 2. Scope of Services.

Retired Annuitant will provide certain services of a “Principal Housing Planner”. Retired Annuitant agrees to perform the following duties related to the administration of the City’s Community Development Block Grant (“CDBG”) and Housing Programs:
a. Processing the next CDBG funding application during the application cycle commencing in January 2015
b. Preparation of the HUD annual Action Plan and CAPER Reports
c. Processing of Quarterly Reports and CDBG Site Monitoring Visits
d. Completion of the General Plan Housing Element and Amendments
e. Preparation of the HUD 5-Year Consolidated Plan
f. Administration of the City’s 1,200 affordable housing units
g. Other related duties and functions of the administration of the City’s Community Development Block Grant and Housing Programs

Retired Annuitant will report directly to the City’s Planning and Neighborhood Services Director. Retired Annuitant shall comply with all City rules, policies, guidelines, regulations, and laws.

Section 3.  Compensation.

City agrees to compensate Retired Annuitant in the amount of Fifty-Five Dollars ($55.00) per hour for all services provided under this Agreement. Payments from City to Retired Annuitant shall be made during the normal payroll cycles of other City employees.

City has reviewed and compared the hourly rate set forth in this Section with other employees performing comparable duties and the hourly rate set forth in this Section does not exceed such other employee’s compensation.

Retired Annuitant agrees and acknowledges that he shall not perform any services under this Agreement exceeding a total of nine hundred and sixty (960) hours during the calendar year (January 1, 2015 to December 31, 2015). Retired Annuitant shall record his hours on a pre-approved timesheet that shall be submitted to the City every two (2) weeks.

There are no other benefits, incentives, compensation in-lieu of benefits or other forms of compensation in addition to the hourly pay rate set forth in this Section.

Section 4.  Location.

The primary location for services will be at the following address:

Milpitas City Hall, 455 E. Calaveras Blvd., Second Floor, Milpitas, CA 95035

Section 5.  Compliance with Laws.

This Agreement will be construed in accordance with and governed by the laws in the State of California. In the event that suit shall be brought by any of the parties, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.
Retired Annuitant shall comply with all applicable laws, rules, policies and guidelines. Retired Annuitant agrees and acknowledges that the State of California and the governing body of the California Public Employees' Retirement System enact strict laws, regulations and guidelines relating to services provided by “retired annuitants” to public agencies contracting with the California Public Employees’ Retirement System. Retired Annuitant agrees to comply with all applicable laws, regulations and guidelines relating to the services provided under this Agreement.

Section 6. Termination.

This Agreement may be terminated by either party for convenience by providing written notice to the other party.

Section 7. Miscellaneous.

a. Retired Annuitant has read each and every part of this Agreement and Retired Annuitant freely and voluntarily has entered into this Agreement. This Agreement is a negotiated document and shall not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

b. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

c. This Agreement, including the exhibits, represents the entire and integrated agreement between City and Retired Annuitant and supersedes all prior negotiations, representations, or agreements, either written or oral.

In witness whereof the parties have duty affixed their signatures under hand of this ____ day of December 2014.

Employer: City of Milpitas

______________________________
Thomas C. Williams, City Manager

Employee

______________________________
Felix James Reliford
City of Milpitas, California

BUDGET CHANGE FORM

<table>
<thead>
<tr>
<th>Type of Change</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Account</td>
<td>Amount</td>
</tr>
<tr>
<td>Check one:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☑ Budget Appropriation</td>
<td>295-2909</td>
<td>$27,000</td>
</tr>
<tr>
<td></td>
<td>250-3559</td>
<td>27,500</td>
</tr>
</tbody>
</table>

Explain the reason for the budget change:

Background: Over the past 17 years, Felix Reliford, Principal Housing Planner has managed the City’s Community Development Block Grant Program (CDBG) and the last 12 years the housing programs. In October, Mr. Reliford informed the City he will be retiring at the end of December 2014. Staff is currently in the process of recruiting a Housing and Neighborhood Services Manager to fill this position.

Staff is recommending hiring Mr. Reliford on a part-time basis to complete these unfinished projects and assist in transitioning of the City housing and CDBG Programming functions to the new Housing and Neighborhood Services Manager. Given the need for continuity, meeting the federal mandated requirements for reporting on CDBG activities, completion of the housing element process and past experience in administering these programs and projects for the city, staff recommends hiring Mr. Reliford from January 2015 through December 31, 2015 on a part-time basis (not to exceed 960 hours per calendar year) to complete the transition and unfinished tasks. This position can be funded from the CDBG 20% Program Administration and City’s Housing Authority.

California Public Employees Reform Act 2013

The California Public Employees Reform Act of 2013 requires a 180-day “sit-out” period before a retiree can return to work for a public agency; however, the 180-day “sit-out” period can be waived if; The employer certifies that the appointment is necessary to fill a critically needed position before 180-days has passed and the appointment has been approved by the governing body of the employer in a public meeting and not on a consent calendar.

Included in the Council’s agenda packet is the required resolution to retire retiree’s pursuant to the California Public Employees Reform Act of 2013 and the employment agreement.

Fiscal Impact: $27,500 from the Housing Authority Fund. A funding of $55,000 for the part-time position is partially offset by $27,500 from CDBG 20% Program Administration.

Recommendation:
1. Adopt resolution approving the appointment of Felix Reliford to serve as a part-time Principal Housing Planner to fill a critically needed position pursuant to the California Public Employees Reform Act of 2013.
2. Approve a budget appropriation in the amount of $55,000 to P&NS Department’s operating budget.

☑ Check if City Council Approval required. Meeting Date: December 16, 2014

<table>
<thead>
<tr>
<th>Requested by:</th>
<th>Steve McHarris, P&amp;NS Director</th>
<th>Date: December 4, 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed by:</td>
<td>Finance Director:</td>
<td>Date: 12/4/14</td>
</tr>
<tr>
<td>Approved by:</td>
<td>City Manager:</td>
<td></td>
</tr>
<tr>
<td>Date approved by City Council, if required:</td>
<td></td>
<td>Confirmed by:</td>
</tr>
</tbody>
</table>