

**CITY OF CHULA VISTA**

**AGREEMENT FOR TEMPORARY LIMITED-TERM EMPLOYMENT  
(CalPERS Retiree)**

**THIS AGREEMENT** is between the CITY OF CHULA VISTA (hereinafter referred to as "CITY"), and Tracy McCraner, an individual (hereinafter referred to as "Employee"):

**WHEREAS**, Employee is a CalPERS retiree, and in light of that status, Employee's employment is subject to the limitations and requirements set forth in this Agreement and in the applicable law; and

**WHEREAS**, CITY has a need for an employee to perform duties of a Director of Finance and to provide needed specialized skills related to necessary public services, on a temporary part-time basis for a limited duration; and

**WHEREAS**, CITY has a need to appoint an employee to an interim position under the provisions of Government Code sections 7522.56 and 21221(h); and

**WHEREAS**, Employee has specialized skills and is qualified to perform the services required by this Agreement;

**NOW, THEREFORE**, the parties do mutually agree as follows:

1. Scope of Services: Pursuant to this contract, Employee shall temporarily perform for CITY certain duties of the Director of Finance position. Employee shall perform said duties under the direct supervision of City Manager Maria Kachadoorian or designee.
2. Compensation: Employee shall be compensated as follows:
  - A. Hourly Rate of Pay: Employee shall be paid at the rate of \$99.19 per hour (hereinafter referred to as "Hourly Rate"), which is an hourly rate within the range for the Director of Finance position. Effective July 2, 2021 with Council approval of the Fiscal Year 2021-2022 Compensation Schedule, Employee shall be paid at the rate of \$101.17 per hour. Payments will be made on regularly scheduled CITY payroll dates. Employee will be responsible for keeping track of Employee's hours worked in the same manner as other employees of CITY. Employee will receive no other payments, other than the foregoing hourly rate.
  - B. Hours per Week: This employment is for part-time "on call" work and, generally, will not exceed 40 hours per week. CITY will assign Employee hours to work.
  - C. Payment for Work Done in Excess of 40 Hours Per Week: The position is being paid hourly and therefore is not exempt from FLSA overtime pay requirements. The Employee shall be paid at one and one-half times the regular rate of pay

for any time worked in excess of 40 hours per week. Overtime work must be pre-approved by the Director of Human Resources.

D. Work less than 960 hours per fiscal year: Employee is permitted to work a combined maximum of 960 hours per fiscal year for all agencies that contract with CalPERS. Employee has represented that he has not performed any work for another CalPERS agency and will not do so during his employment with CITY, and therefore Employee will be permitted to work up to 960 hours this fiscal year. CITY retains the right to reduce, change, or amend the number of hours worked consistent with CITY's workload and other needs. If Employee's annual hours are approaching 960, then CITY retains the right to summarily suspend Employee's duties under this Agreement and to reassign any scheduled hours or to terminate this Agreement, as needed, to ensure that Employee does not exceed the maximum hours allowed by this Agreement.

3. Employment Status:

A. Benefits: Employee understands and agrees that Employee is not, and will not be, eligible to receive any benefits from 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 CITY, except for Worker's Compensation Insurance coverage, or as otherwise required by law.

B. No Property Right in Employment: Employee understands and agrees that the terms of this 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 Employee acquires no property interest in this employment by virtue of this Agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that the employment can be terminated at any time for any reason or for no reason), and that Employee is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action.

C. Employment of a Retiree: Employee understands that CalPERS retired annuitants may be employed by a CalPERS public agency employer, by temporary appointment for a limited duration 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 CITY of such employment and disclose on a periodic basis, not less frequently than monthly, the number of hours Employee is performing for that other public agency to ensure that the maximum number of hours is not exceeded. Retired annuitants also cannot have received unemployment insurance payments in

the prior 12-month period arising from work performed as a retiree for any public employer. Additionally, for retired annuitants with a retirement effective date on or after January 1, 2013, the appointment must occur at least 180 days following the date of retirement unless the employer certifies that the appointment is necessary to fill a critically needed position before 180 days have expired and the governing body approves the appointment in a public meeting.

4. Representations of Employee: Employee represents that Employee is properly trained and certified to perform the duties required under this Agreement. Employee also represents he has not received unemployment insurance payments in the prior 12-month period arising from work performed as a retiree for any public employer.
5. Term of Agreement: This Agreement shall commence on June 4, 2021 and shall automatically terminate by no later than on December 4, 2021 or upon completion of the Director of Finance recruitment, whichever is sooner. Employment is temporary, at-will and may be terminated with or without cause and with or without notice at any time by Employee or CITY.
6. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of 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 San Diego 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, Employee 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 CITY outside the terms of this Agreement must be approved in advance in writing by the City Manager. Employee agrees to disclose whether Employee is performing work for any other CalPERS public agency employer as required by section 3.C. 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 CITY is effective. Employee specifically acknowledges that in entering into and executing this Agreement, Employee relies solely upon the provisions contained herein and no others.

**Acknowledgment:**

I, Tracy McCraner, agree to this Temporary Limited-Term Employment Agreement (CalPERS Retiree), and hereby warrant that I understand and agree with all of the terms and conditions of employment as set forth in this Agreement. Further, I hereby certify to the City of Chula Vista that I have not received unemployment insurance payments within the past 12 months arising from work performed as a retiree for any public employer.

BY EMPLOYEE:

\_\_\_\_\_  
Tracy McCraner

\_\_\_\_\_  
Date

BY CITY:

\_\_\_\_\_  
Maria Kachadoorian, City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Glen Googins, City Attorney

\_\_\_\_\_  
Date