

EXHIBIT A
RETIRED ANNUITANT AGREEMENT
City of Napa Retired Annuitant

This Retired Annuitant Agreement ("Agreement") is made effective February 16, 2021 between the City of Napa ("City") and Sylvia Moir ("Employee").

1. **Terms of employment:** The City hereby hires the Employee as a Retired Annuitant as defined by the City's Administrative Policy for Employment of CalPERS Retired Annuitants (referred to as "Retired Annuitant Policy") to perform the services described on the "Summary of Services" (attached hereto as Exhibit "A," and incorporated herein by reference).
 - A) The term of this Agreement shall be from February 20, 2021 through October 15, 2021. If the permanent Police Chief position is filled prior to October 15, 2021, then this Agreement shall terminate upon the permanent Police Chief commencing employment.
 - B) The Employee will serve for not more than a combined total of 960 hours in any fiscal year for the City of Napa and all other CalPERS employers, except to the extent allowed by any order by the Governor of the State of California allowing additional work as a result of the current pandemic.
 - a. The Employee shall provide written notice to the City of any other CalPERS employer for which the Employee has actually provided services for the fiscal year beginning July 1 prior to the effective date of this Agreement, and through the effective date of this Agreement.
 - b. The Employee shall provide written notice to the City of any other CalPERS employer for which the Employee is providing (or plans to provide) services during the term of this Agreement, along with an estimate of the number of hours planned to be worked for that other CalPERS employer.
 - C) The Employee shall comply with all CalPERS requirements and limitations and all policies of the City of Napa, including the Retired Annuitant Policy.
 - a. The Employee hereby confirms that the information provided by the Employee in the "Retired Annuitant Self-Certification" section of the "Retired Annuitant Employment Request Form" submitted to the City is true and correct, and the Employee acknowledges that the City has relied on this information in hiring the Employee in accordance with the terms of this Agreement.
 - D) The Employee will be compensated at an hourly wage of \$117.71 per hour. The Employee will receive no benefits or leave compensation of any kind, unless specifically required by law. Any services performed for any entity other than the City of Napa shall not be compensable under this Agreement.
 - E) The City hires the Employee, under the terms of this Agreement on an "at will" basis. The City may discontinue use of the Employee's services without cause at any time, by providing written notice of termination.
 - F) Employee will comply with all applicable federal, state and local laws, rules and regulations affecting Employee's work under this Agreement.

2. **General Provisions.**

- A) **Entire Agreement.** This Agreement, including all documents incorporated herein by

EXHIBIT A

reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

- B). Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Employee and the City.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF NAPA:

(Signature)

Steve Potter, City Manager
(Type name and title)

RETIRED ANNUITANT EMPLOYEE:

(Signature)

(Type name and title)

Address: _____

Telephone: _____

ATTEST:

(Signature)

Tiffany Carranza, City Clerk
(Type name and title)

COUNTERSIGNED:

Joy Riesenbergl, City Auditor
(Type name and title)

APPROVED AS TO FORM:

(Signature)

Michael W. Barrett, City Attorney
(Type name and title)

Budget Code: _____ GL42110

*Corporation, partnership, limited liability corporation, sole proprietorship, etc.

Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President **and** the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

EXHIBIT A

RETIRED ANNUITANT PERSONAL SERVICES AGREEMENT

EXHIBIT A

SUMMARY OF SERVICES

The Employee will serve in the capacity of Interim Police Chief and under administrative direction will exercise the authority set forth in Napa Municipal Code Chapter 2.60 and perform services, including but not limited to:

- Plan, organize and direct the activities of the Napa Police Department in law enforcement and crime prevention;
- Assess law enforcement needs;
- Represent the Department to the City Council, community, numerous committees and other City departments; establish and maintain liaison with various Federal, State, county and local officials on law enforcement and related issues important to the community;
- Direct, monitor and administer the development and implementation of Police Department goals, objectives, policies, and priorities for each assigned service area; establish, within City policy appropriate service and staffing levels; allocate resources accordingly;
- Prepare and monitor the annual budget, making recommendation to the City Manager on final expenditure levels; forecast additional funds needed for staffing, equipment, materials, and supplies; direct the preparation of and implementation of budgetary adjustments as necessary;
- Direct and supervise the compilation and publication of statistics and other police information important to the City;
- Serve in the City's Emergency Operations Center
- Coordinate assigned activities with other City departments and outside agencies;
- Provide highly responsible and complex administrative support to the City Manager; and
- Serve as a member of the City Executive Team.