



CITY OF COLTON
City Hall

650 N. La Cadena Drive
Colton, CA 92324

Website: www.coltonca.gov

Mayor Richard A. DeLaRosa

Council Members:

David J. Toro – District 1

Summer Zamora Jorin – District 2

Frank Navarro – District 3

Dr. Luis S. González – District 4

Deirdre H. Bennett – District 5

Isaac T. Suchil – District 6

City Treasurer Aurelio De La Torre

City Manager William R. Smith

City Attorney Carlos Campos

City Clerk Carolina R. Padilla

AGENDA

SPECIAL MEETING

OF THE CITY COUNCIL/ SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE CITY OF COLTON / COLTON UTILITY AUTHORITY/COLTON PUBLIC FINANCING AUTHORITY/ COLTON HOUSING AUTHORITY

WEDNESDAY, MAY 18, 2016 - 5:30 P.M.

Council Chambers

650 N. La Cadena Drive, Colton, California

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Said Special Meeting shall be for the purpose of studying and/or taking action on the following matters:

**OPEN SESSION**

**OPEN SESSION CALLED TO ORDER**

**ROLL CALL**

**MAYOR AND COUNCIL ITEMS**

**GIFT DISCLOSURES**

*Prior to rendering a decision in any proceeding involving a license, permit, contract or other entitlement pending before the city council, any council member who has received been promised a gift or gifts aggregating \$50.00 or more in value within the preceding twelve months from a party or participant in the proceeding shall disclose that fact either orally or in writing during open session. This disclosure shall be made part of the official public record of the proceeding, either as part of the minutes of the meeting or as a separate writing filed with the city. (CMC Section 2.04.030)*

**AB 1234 ORAL REPORTS**

*Members of the city council shall provide brief reports on meetings attended at the expense of the city. (GC Section 53232.3(d))*

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PUBLIC COMMENT

Limit 5 Minutes

This is the portion of the meeting specifically set aside to invite your comments regarding Consent Calendar items and any matters within the jurisdiction of the City Council; however, any matter that requires action will be referred to staff for investigation and report at a subsequent Council meeting. The Council is prohibited by law from discussing or taking immediate action on items during this public comment period.

Persons desiring to submit paperwork to the City Council Members shall provide copy of any paperwork to the City Clerk for the Official Record.

Speakers will be limited to 5 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

ACTION ITEMS

- (1) Approve and adopt a Resolution appointing Karen Parker as Interim Human Resources Manager and approving employment agreement, **RESOLUTION NO. R-40-16.**

DISCUSSION ITEMS

- (2) Fiscal Year 2016-17 Budget Workshop.

ADJOURNMENT

POSTING STATEMENT:

I, Sabdi Sanchez, Chief Deputy City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted Tuesday, May 17, 2016, at least twenty-four (24) hours prior to the meeting per Government Code 54954.2, at the following locations:

City of Colton City Hall 650 N. La Cadena Drive
City of Colton Website, www.coltonca.gov

PROCEDURES FOR ADDRESSING CITY COUNCIL

For the Official Record, it is requested that you obtain a card from the City Clerk and complete it by noting a specific item number on the Agenda, if applicable, or you can identify the subject that you wish to address under the Public Comment portion of the Agenda. The City Council encourages public input on all City issues within the Rules of Decorum. Speakers will be limited to the time periods provided on the Agenda; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

RULES OF DECORUM

To help conduct the business of the City Council in an orderly fashion, the City Council has adopted rules pertaining to decorum and order, as provided for in the City Council Manual of Procedure. The City Council will strictly enforce these rules in order to allow full expression of ideas and opinions by councilmembers, staff and the public. Generally, the City's rules of decorum prohibit comments or actions which willfully disrupt the meeting. All remarks and questions shall be addressed to the Council as a whole and not to any particular member. No individual Councilmember or member of the City staff shall be questioned without first obtaining permission from the Presiding Officer. The City Council asks that all persons - including councilmembers, staff and the public - act and speak respectfully.

NOTICE TO PUBLIC

Staff reports or other written documentation relating to each item referred to, on the Agenda, are available for public inspection at the following locations: Office of the City Clerk, 650 N. La Cadena Drive, Colton, CA; City of Colton Public Library, 656 9th St., Colton, CA; or the City of Colton Internet Website, www.coltonca.gov. Any person having questions concerning any item on the Agenda may call the City Clerk at 370-5191 to make inquiry concerning the nature of the item described on the Agenda. The City Clerk shall direct inquiries to the appropriate office.

All matters listed under the Consent Calendar are considered by the City Council to be routine and will all be enacted by one motion. There will be no separate discussion of these items prior to the time the City Council votes on the motion, unless councilmembers, staff or the public request that specific items be discussed and/or removed for separate discussions or action.

In compliance with the American with Disabilities Act, if you need special assistance to participate in a City Meeting, please contact the City Clerk's Office at 909-370-5001. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

LEGAL CHALLENGES

If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.

MANUAL OF PROCEDURE

The City Council adopted its Manual of Procedure pursuant to Resolution No. R-150-07; Amended by Minute Action on December 2, 2014 and adopted by Resolution No. R-03-15 on January 20, 2015. Copies are available in the Office of the City Clerk.



STAFF REPORT

ITEM NO. 1

DATE: MAY 18, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BILL SMITH, CITY MANAGER *[Signature]*
PREPARED BY: ANITA AGRAMONTE, FINANCE DIRECTOR *[Signature]*
SUBJECT: APPROVAL OF RESOLUTION APPOINTING KAREN PARKER AS INTERIM HUMAN RESOURCES MANAGER AND APPROVING EMPLOYMENT AGREEMENT

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. R-40-16, which involves taking the following action in the order listed:

1. Appoints Karen Parker as the Interim Human Resources Manager pending the recruitment, selection, and employment of a permanent Human Resources Manager.
2. Authorize the City Manager to enter into an Employment Agreement with Karen Parker as Interim Human Resources Manager.

BACKGROUND

The City's Human Resources Manager position is currently vacant, and the duties of that position have not been filled since the retirement of the former Human Resources Manager on April 28, 2016. Karen Parker has over 18 years of municipal experience having held the Risk Manager/Assistant Human Resources Manager position with the City of Corona from 1992-2010. Karen has also served as Risk Management and Human Resources consultant for the City of Murrieta over the past five years.

The City needs to fill the Human Resources Manager position, since it is a vital part of the City's organization and provides essential services. City staff asks that Karen Parker be appointed to that position on an interim basis until the City can recruit, select, and employ a permanent Human Resources Manager.

As a CalPERS retiree, Karen Parker can only work 960 hours in a fiscal year for CalPERS contracting agencies. Further, she cannot be paid more than what the City would otherwise pay a person filling the Human Resources Manager position according to the City's published salary schedule.

Under applicable law, the City Council must pass a resolution that makes certain findings before it can employ a CalPERS retiree on an interim basis. The attached resolution makes the requisite findings, authorizes the appointment of Karen Parker as Interim Human Resources Manager, and authorizes the City Manager to enter into an employment agreement with Mrs. Parker, a copy of which is enclosed herein for the City Council's review and approval. Once approved and signed by the City Manager, a copy of the employment agreement will remain on file in the City Clerk's Office.

FISCAL IMPACT

Mrs. Parker would be paid an hourly rate of \$56.00 per hour, which is equal to or less than the top step of the salary range for the Human Resources Manager position. She would not be entitled to any benefits, vacation or holidays.

ATTACHMENTS

1. Resolution No. R-40-16.
2. Form of proposed Employment Agreement with Karen Parker as Interim Human Resources Manager.

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RESOLUTION NO. R-40-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLTON
APPOINTING KAREN PARKER AS INTERIM HUMAN RESOURCES MANAGER
AND APPROVING EMPLOYMENT CONTRACT**

WHEREAS, Government Code Section 21221(h) permits the City Council to appoint a California Public Employees' 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 it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the position of Human Resources Manager became vacant on April 28, 2016; and

WHEREAS, to ensure the efficient continued operation of the City's Human Resources Department, the City Council desires to retain the services of Karen Parker, a retired member of CalPERS, to serve as Interim Human Resources Manager, effective Monday, May 23, 2016; and

WHEREAS, Karen Parker has over 18 years of experience in municipal employment with an extensive history in human resources management; and

WHEREAS, pending the recruitment, selection and employment of a Human Resources Manager, the City desires to appoint Karen Parker as Interim Human Resources Manager, pursuant to the authority provided under Government Code Section 21221(h), to provide the leadership, managerial and organization skills necessary to manage the City's Human Resources Department effectively and efficiently; and

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

WHEREAS, the City Council has reviewed a proposed employment agreement by and between Karen Parker and the City of Colton.

NOW THEREFORE, BE IT RESOLVED, DECLARED, DETERMINED AND ORDERED by the City Council of the City of Colton, California, as follows:

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2 SECTION 1. As required by Government Code Section 21221(h), the City Council
3 makes the following findings:

4 (A) All facts set forth in the Recitals to this Resolution are true and
5 correct.

6 (B) Karen Parker has the specialized skills needed to perform the work
7 required of the Interim Human Resources Manager until a permanent Human Resources
8 Manager is appointed and thereafter begins his or her service.

9 (C) It is in the best interests of the City of Colton to enter into an
10 employment agreement with and to appoint Karen Parker as Interim Human Resources
11 Manager for the City of Colton pursuant to the authority provided under Government
12 Code Section 21221(h).

13 SECTION 2. Karen Parker is hereby appointed as Interim Human Resources
14 Manager of the City of Colton in accordance with Government Code Section 21221(h) and
15 with the provisions of the employment agreement on file with the City Clerk.

16 SECTION 3. The employment agreement with Karen Parker, a copy of which is on
17 file with the City Clerk, is hereby approved by the City Council of the City of Colton,
18 effective Monday May 23, 2016.

19 SECTION 4. The City Manager is authorized to execute said agreement on behalf
20 of the City of Colton, with such technical amendments as may be deemed appropriate by
21 the City Manager and City Attorney.

22
23 PASSED, APPROVED AND ADOPTED this 18 day of May, 2016.

24
25 _____
26 Richard A. Delarosa, Mayor

27 ATTEST:

28 _____
Carolina R. Padilla, City Clerk

**AGREEMENT FOR
INTERIM HUMAN RESOURCES MANAGER SERVICES**

THIS AGREEMENT is made and entered into this 23rd day of May, 2016 by and between the City of Colton ("CITY") and Karen Parker ("EMPLOYEE"). In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

RECITALS

This Agreement is made and entered into with respect to the following facts:

A. CITY seeks to engage EMPLOYEE on an interim basis to serve in the position of Interim Human Resources Manager in accordance with the terms set forth in this Agreement; and

B. EMPLOYEE desires to accept employment as Interim Human Resources Manager in consideration of and subject to the terms, conditions and benefits set forth in this Agreement; and.

C. EMPLOYEE represents that she is a retired annuitant of CalPERS within the meaning of Government Code §§ 7522.56 and 21221(h) ("Statutes") and acknowledges that her compensation is statutorily limited as provided in Government Code § 21221(h). EMPLOYEE represents that, as of the effective date of this Agreement, she has not worked for another CalPERS state or contracting agency as a retired annuitant during the CITY's 2015-2016 fiscal year, and that she therefore acknowledges that she can work up to 960 hours for the CITY, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") during CITY's 2015-2016 fiscal year. EMPLOYEE represents that she has not received unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement. EMPLOYEE further represents that her CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement; and

D. CITY has determined that it is necessary to hire EMPLOYEE, a retired annuitant, because the position of Interim Human Resources Manager requires special skills, and EMPLOYEE, by virtue of her experience has those special skills

NOW, THEREFORE, CITY and EMPLOYEE, in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. **DESIGNATION OF INTERIM HUMAN RESOURCES MANAGER.**

In accordance with Resolution No. R-40-16, EMPLOYEE is appointed Interim Human Resources Manager of the CITY under the terms of this Agreement.

2. **POSITION AND DUTIES.** EMPLOYEE has been appointed by the City Council as **Interim Human Resources Manager** of the City to perform, on a basis set forth in Paragraph 4 below, the duties and functions pertaining to the Human Resources Manager position, and to

perform other legally permissible duties and such functions as the City Manager shall from time to time assign. The City Manager shall have the authority to determine the specific duties and functions which EMPLOYEE shall perform under this Agreement and the means and manner by which EMPLOYEE shall perform those duties and functions. EMPLOYEE agrees to devote all of her business time, skill, attention, and best efforts to the discharge of the duties and functions assigned to her by the City Manager.

3. **TERM; TERMINATION AND AT-WILL STATUS.**

This Agreement shall become effective upon the date executed both by EMPLOYEE and the City Manager, which date shall be the date first referenced above. EMPLOYEE shall commence the performance of her duties as the Interim Human Resources Manager on Monday May 23, 2016 or at such later date as the parties hereto shall agree in writing ("Commencement Date"). This Agreement shall expire as of the first of the following to occur: (i) within a two week period the employment commencement date of a permanent Human Resources Manager employed by CITY; (ii) upon EMPLOYEE working her 960th hour for all CalPERS Agencies during fiscal year 2015-2016 or her 960th hour in any subsequent fiscal year; or (iii) upon termination of the Agreement by either EMPLOYEE or CITY as provided below.

EMPLOYEE acknowledges that she is an at-will, temporary employee of CITY who shall serve at the pleasure of the City Manager at all times during the period of her service hereunder and shall be subject to termination by City Manager at any time without advance notice and without cause. The terms of CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions regarding City Administrative Personnel (collectively "Personnel Policies"), as they may be amended or supplemented from time to time, shall not apply to EMPLOYEE, and nothing in this Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate her employment. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of EMPLOYEE and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with CITY.

4. **COMPENSATION.** The CITY agrees to provide the following compensation to EMPLOYEE for the services of Interim Human Resources Manager:

Beginning on Monday May 23, 2016, CITY agrees to pay to EMPLOYEE for services rendered under this Agreement, the hourly rate of (\$56.00). The City shall not pay for vacation or holidays, nor shall EMPLOYEE be entitled to any other fringe benefits.

5. **ABUSE OF OFFICE.** Pursuant to Government Code Sections 53243, 53243.1 and 53243.2, if EMPLOYEE is convicted of a crime involving an abuse of his/her office or position, all of the following shall apply: (1) if EMPLOYEE is provided with administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse City such amounts paid; (2) if City pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse City such amounts paid; and (3) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that EMPLOYEE may receive

from City shall be fully reimbursed to City or void if not yet paid to EMPLOYEE. For purposes of this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code. Notwithstanding the above, it is understood that EMPLOYEE is a CalPERS retired annuitant employed pursuant to Government Code sections 7522.56 and 21221(h) and, accordingly, shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate set forth in Section 4 of this Agreement.

6. **NOTICE.** Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified or by delivery of same to the custody of the United States Postal Service, or its lawful successor, postage prepared and addressed as follows:

CITY

City of Colton
650 North La Cadena Drive
Colton, CA 92324
Attention: William R. Smith, City Manager

EMPLOYEE

Karen Parker
1951 Pinecrest Drive
Corona, CA 92882

7. **HOURS OF WORK.** EMPLOYEE shall devote the time necessary to adequately perform her duties as Interim Human Resources Manager. The parties anticipate that EMPLOYEE will work a sufficient number of hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings, community events and other CITY functions as the City Manager may direct. However, in no event shall EMPLOYEE be required to work in excess of 960 hours in fiscal year 2015-2016 and 960 hours per each subsequent fiscal year for CITY, including hours worked for other CalPERS Agencies during such fiscal years. The position of Interim Human Resources Manager shall be deemed an exempt position under California wage and hour law.

It is the intent of the parties to compensate EMPLOYEE only to the extent permitted under the Statutes and corresponding CalPERS regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by CalPERS in accordance with Section 21221(h) which provides that the Rate of Pay shall be no less than the minimum or greater than the maximum hourly rate for the Human Resources Manager position as listed on the City's publicly available pay schedule.

EMPLOYEE will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, EMPLOYEE shall keep CITY continually apprised of any hours worked by EMPLOYEE for other CalPERS Agencies during the term of this Agreement.

8. **WAIVER.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement of the parties considering the subject matter hereof and all prior agreements or understanding, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed, and acknowledged by both of the parties thereto. If any portion or provision hereof is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall be effective and shall remain in full force and effect.

CITY OF COLTON

By: _____
William R. Smith, City Manager

Date: _____

EMPLOYEE

By: _____
Karen Parker

Date: _____