

CITY OF MENIFEE
Employment Agreement

THIS AGREEMENT is effective on the 22nd day of February, 2021 ("Effective Date"), between the City of Menifee, California and having its principal place of business at 29844 Haun Road, Menifee, CA 92586 ("Employer") and Colin McNie ("Employee").

RECITALS

WHEREAS Employer desires to retain Employee as an "extra help" appointment from February 22, 2021 through December 31, 2021 or when the special project assignment is complete, in compliance with Government Code Sections 7522.56 and 21224; and

WHEREAS the need for an extra-help appointment is for a special project assignment of Construction Project Manager and project oversight; and

WHEREAS the Employee agrees that his special project assignments, duties and responsibilities and reporting arrangements are as follows:

- Oversight of total project (due to Public Works Director vacancy).
- Project Management to construct new facility and renovate current facility as a part of CIP No. 19-16 Lazy Creek Recreational Center Improvements.
- Coordination and evaluation of the construction by contractors and sub-contractors.
- Coordination and evaluation of furniture and equipment installation.
- Other special projects as may arise from time to time by the City Manager.

WHEREAS, the City Council of the City of Menifee determined that the Employee fulfills the statutory criteria for an extra help retired annuitant to perform the duties of the Construction Project Manager for the City of Menifee under Government Code section 21224; specifically, that Employee has specialized experience and skill specific to the special project of the construction of a new facility and renovation of existing facilities as a part of CIP No. 19-16 Lazy Creek Recreational Center Improvements.

AGREEMENT

NOW THEREFORE, based on the foregoing Recitals, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference and made a part hereof in their entirety.
2. Employee will commence the Work and will serve on an at-will basis for a period not to exceed 960 hours during the fiscal year.
3. Employee will report to the City Manager.

4. Employee shall receive an hourly salary of \$94.73 and shall not receive payment or provision of any benefits associated with employment by the Employer.
5. The limitations imposed upon CalPERS retired annuitants when providing services to CalPERS employers, as set forth in Government Code sections 7522.56 and 21224, are considered material terms of this Agreement, and are hereby incorporated herein by reference.
6. Employee understands and agrees that the City makes no guarantees or warranties regarding this employment and its impact on the Employee's status as a CalPERS retired annuitant. By entering into this Agreement, Employee waives, releases and holds harmless the City for any action or recourse taken by CalPERS in regards to this employment.

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF MENIFEE, EMPLOYER

EMPLOYEE

Armando Villa, City Manager

Colin McNie

Attest:

Sarah A. Manwaring, City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney