

**RESOLUTION NO. 16084**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING AN EXCEPTION TO THE PUBLIC EMPLOYEES' PENSION REFORM ACT 180-DAY WAITING PERIOD TO HIRE RETIRED ANNUITANT, JENNIFER MEURE, TO PERFORM CRITICAL EXTRA HELP COMMUNICATIONS DISPATCHER DUTIES**

**WHEREAS**, in compliance with Government Code section 7522.56 of the Public Employees' Retirement Law, the City of Redwood City must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

**WHEREAS**, Jennifer Meure retired from the City of Redwood City in the position of Lead Public Safety Dispatcher, effective July 9, 2022; and

**WHEREAS**, Government Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is January 5, 2023, without this certification resolution; and

**WHEREAS**, Government Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

**WHEREAS**, the City Council, the City of Redwood City, and Jennifer Meure certify that Jennifer Meure has not and will not receive a Golden Handshake or any other retirement-related incentive; and

**WHEREAS**, over the past 29 years, Jennifer Meure, has held the position of Communications Dispatcher and Lead Public Safety Dispatcher, and has significant experience and knowledge related to sophisticated computer aided dispatch, receiving

emergency calls from the public requesting police, fire, medical, or other emergency service; and

**WHEREAS**, City Council of the City of Redwood City desires to appoint Jennifer Meure as an extra help retired annuitant to perform the duties of the Communications Dispatcher for the City of Redwood City under Government Code section 21224, effective October 10<sup>th</sup>, 2022, or upon approval from PERS, whichever is later; and

**WHEREAS**, the entire employment agreement, contract or appointment document between Jennifer Meure and the City of Redwood City has been reviewed by this body and is attached herein; and

**WHEREAS**, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

**WHEREAS**, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; 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 salary for this position is \$9,983 per month and the hourly equivalent is \$57.59, and the minimum base salary for this position is \$8,210 per month and the hourly equivalent is \$47.37; and

**WHEREAS**, the hourly rate paid to Jennifer Meure will be fifty-seven dollars and fifty-nine cents (\$57.59) and

**WHEREAS**, Jennifer Meure 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:**

1. The City Council of the City of Redwood City hereby certifies the nature of the appointment of Jennifer Meure as described herein and detailed in the attached employment agreement document and that this appointment is necessary to fill the critically needed extra help position of Communications Dispatcher for the City of Redwood City by October 10, 2022, upon PERS approval to hire, because there has been two full-time dispatchers on extended leave and it is uncertain when they will be able to return to full duty. Also, with the position of Communications Dispatcher requiring personnel with a wide variety of skillsets, the City has met with significant recruitment challenges in finding qualified dispatchers, and training for new hires takes up to several months before there is ability to cover a shift without direct oversight, therefore the City has the need for Jennifer Meure's expertise to ensure the required 24/7 coverage of dispatcher services of the City.

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**A G R E E M E N T**

**FOR  
RETIRED ANNUITANT APPOINTMENT**

**X105 Official/Executive/Professional Level I  
Extra Help Communications Dispatcher**

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of October, 2022, or upon PERS approval to hire, whichever is later, by and between the CITY OF REDWOOD CITY, a charter city and Municipal Corporation of the State of California, "City", and JENNIFER MEURE, "Retired Annuitant".

**W I T N E S S E T H**

WHEREAS, City requires specialized services due to extended leaves of absence, training requirements for Communications Dispatchers and the required 24/7 coverage of dispatcher services; and

WHEREAS, Retired Annuitant represents that they are qualified to furnish such services in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto agree as follows:

**1. Contract Appointment**

Retired Annuitant is hereby appointed to the position of EXTRA HELP COMMUNICATIONS DISPATCHER for the City and as such shall perform the duties and

services more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

## **2. Status**

Retired Annuitant shall serve at the pleasure of the City Manager, subject to the terms and conditions hereof, and shall not acquire a property interest in employment or a right to continuing employment with the City of Redwood City. The terms, covenants, and conditions of Retired Annuitant's employment with the City are expressly limited by and to the terms, covenants and conditions of this Agreement.

## **3. Compensation**

- (a) Rate - Retired Annuitant shall be compensated for the performance of the above-described services at the rate of Fifty-Seven Dollars and Fifty-Nine Cents (\$57.59) per hour. Payment of such compensation shall be made bi-weekly through Direct Deposit via electronic funds transfer (EFT) to Retired Annuitant's account at their financial institution.
- (b) Schedule - Retired Annuitant's regular work schedule will be no more than 29 hours per week on average, and not to exceed 960 hours in a fiscal year.
- (c) Benefits - Retired Annuitant shall not be entitled to any benefits other than the hourly wage listed above.

## **4. Term**

The term of this Agreement shall commence on OCTOBER 10, 2022, or upon CalPERS approval to hire, whichever is later, and shall expire December 31, 2023, unless this Agreement is sooner terminated.

## **5. Termination**

ATTY/RESO.0066/ CC RESO PERS EXCEPTION TO 180-DAY WAITING PERIOD TO HIRE JENNIFER MEURE

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(a) City may terminate this Agreement at any time, with or without cause.

(b) Retired Annuitant may terminate this Agreement without cause upon giving the other party not less than two (2) weeks prior written notice. Upon receipt of the termination notice from Retired Annuitant, City, at its option and sole discretion, may accelerate the termination of this Agreement to any date after receipt of such notice from Retired Annuitant and before the date of termination specified in such notice from Retired Annuitant. Any acceleration of the termination of this Agreement shall be effective on written notice being delivered to Retired Annuitant by City. On any such acceleration by City, Retired Annuitant shall not be entitled to any payment in lieu of notice. Retired Annuitant shall receive payment for all accrued compensation pursuant to paragraph 3 above through the termination date, which for purposes of this subparagraph shall be the earlier of (i) the date on which the two (2) weeks referred to above expires, (ii) the date to which City elects to accelerate the termination of this Agreement, or (iii) the date on which Retired Annuitant ceases performing duties under this Agreement.

(c) Notwithstanding anything to the contrary, upon City's or Retired Annuitant's notice of termination, Retired Annuitant shall deliver to City a written status report of all projects or matters in which Retired Annuitant is involved.

(d) In the event of termination, all rights and obligations of the parties hereto shall thereupon cease. The provisions of this paragraph shall not be deemed a limitation upon the respective rights or remedies of the parties hereto which may accrue to them.

**6. Standard of Performance**

All services to be performed by Retired Annuitant pursuant to paragraph 1 hereof shall be performed in accordance with all applicable ordinances, policies, and rules and regulations of the City.

**7. Non-assignability**

Retired Annuitant shall not sub-contract, assign, sell, mortgage, hypothecate, or otherwise transfer Retired Annuitant's interests, rights, duties or obligations hereunder in any manner, without the express prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF REDWOOD CITY,  
a charter city and municipal corporation of  
the State of California

BY: \_\_\_\_\_  
Jennifer Meure  
Retired Annuitant

BY: \_\_\_\_\_  
Dan Mulholland  
Police Chief  
(Approved as to Content)

BY: \_\_\_\_\_  
Michelle Katsuyoshi  
Human Resources Director

BY: \_\_\_\_\_  
Melissa Stevenson Diaz  
City Manager

## E X H I B I T " A "

### EXTRA HELP COMMUNICATIONS DISPATCHER JOB DESCRIPTION

**Examples of duties include, but are not limited to, the following:**

- Using a sophisticated Computer Aided Dispatch terminal, receive emergency calls from the public requesting police, fire, medical, or other emergency service; determine priority, and dispatch police, fire, ambulance, or other emergency units as necessary and in accordance with established procedures.
- Maintain contact with all units on assignment; maintain status and location of police field units and fire units.
- Monitor emergency alarm boxes.
- Answer non-emergency calls for assistance; order tow trucks and public works emergency service or contact appropriate agency.
- Coordinate emergency calls and relay information and assistance requests involving other agencies.
- Enter, update and retrieve information from teletype networks relating to wanted persons, stolen property, vehicle registration, stolen vehicles and other information.
- Perform a variety of record keeping, filing, indexing, and other general clerical work.
- Provide routine information to the public.
- Test and inspect equipment as required.
- Perform related duties as assigned.

Passed and adopted by the Council of the City of Redwood City at a  
Joint City Council/Successor Agency Board/Public Financing Authority Meeting  
thereof held on the 3rd day of October 2022 by the following votes:

AYES: Aguirre, Espinoza-Garnica, Gee, Howard, Martinez  
Saballos, Reddy and Mayor Hale

NOES: None

ABSENT: None

ABSTAINED: None

RECUSED: None



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Giselle Hale  
Mayor of the City of Redwood City

Attest:



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Pamela Aguilar, CMC  
City Clerk of Redwood City

I hereby approve the foregoing resolution this  
5<sup>th</sup> day of October 2022.



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Giselle Hale  
Mayor of the City of Redwood City