

**RESOLUTION NO. 16189**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY FOR EXCEPTION TO THE 180-DAY WAIT PERIOD AND APPOINTING ARACELI HARRIS AS RETIRED ANNUITANT EXTRA HELP SENIOR ACCOUNTANT**

**WHEREAS**, in compliance with Government Code section 7522.56 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**, Araceli Harris retired from the City of Oakland in the position of Finance Manager, effective August 1, 2023; 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 29, 2024, 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 of the City of Redwood City, the City of Redwood City, and Araceli Harris certify that Araceli Harris has not and will not receive a Golden Handshake or any other retirement-related incentive; and

**WHEREAS**, over the past two years prior to retirement, Araceli Harris held the position of Finance Manager for the City of Oakland, and has significant experience and knowledge related to fiscal policies and procedures; and

**WHEREAS**, City Council of the City of Redwood City desires to appoint Araceli Harris as a retired annuitant to the position of Retired Annuitant Extra Help Senior Accountant for the City of Redwood City under Government Code section 21224 effective November 14, 2023 or upon approval from CalPERS to hire, whichever is later; and

**WHEREAS**, the entire employment agreement between Araceli Harris and the City of Redwood City has been reviewed by the City Council of the City of Redwood City 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 retiree 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 \$13,334 per month and the hourly equivalent is \$76.93, and the minimum base salary for this position is \$11,118 per month and the hourly equivalent is \$64.13; and

**WHEREAS**, the hourly rate paid to Araceli Harris will be \$64.13; and

**WHEREAS**, Araceli Harris 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 Araceli Harris as described herein and detailed in the attached employment agreement and that this appointment is necessary to fill the critically needed position of Senior Accountant for the City of Redwood City effective November 14, 2023, or upon CalPERS approval to hire, whichever is later, because there is a current Senior Accountant vacancy, there has been multiple turnovers as well as an upcoming long term leave expected to begin at the end of November 2023, within the Finance Department, all at a time when critical year-end and annual comprehensive reporting activity is in process or to begin. With the position of Senior Accountant requiring personnel with a wide variety of skillsets in the area of payroll, budget, and fiscal reporting, the City has the need for Araceli Harris' expertise to provide work in excess of what regular staff can reasonably be expected to perform.

\* \* \*

Office of City Manager



1017 Middlefield Road  
P.O. Box 391  
Redwood City,  
California 94064  
Telephone (650) 780-7300  
FAX (650) 780-7225

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

**FOR**

**RETIRED ANNUITANT APPOINTMENT**

X-104 OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL II

**Retired Annuitant  
Extra Help Senior Accountant**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California, "City", and ARACELI HARRIS, "Retired Annuitant".

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

WHEREAS, City requires professional services due to increased work load, transition within the department, and work in excess of what regular staff are able to reasonably do; 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 RETIRED ANNUITANT EXTRA HELP SENIOR ACCOUNTANT 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 \$64.13 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 an average of 20 hours per week, 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 November 14, 2023, or upon CalPERS approval, whichever is later, and shall expire upon completion of project work assigned which is estimated to be June 30, 2024, unless this Agreement is sooner terminated.

**5. Termination**

- (a) Either party may terminate this Agreement without cause upon giving the other party not less than two (2) weeks prior written notice.
- (b) 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. 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, Retired Annuitant shall, upon City's Notice of Termination deliver to the 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:**

\_\_\_\_\_  
**Araceli Harris  
Retired Annuitant**

**BY:**

\_\_\_\_\_  
**Michelle Poche Flaherty  
Assistant City Manager**

**BY:**

\_\_\_\_\_  
**Michelle Katsuyoshi  
Human Resources Director**

**BY:**

\_\_\_\_\_  
**Melissa Stevenson Diaz  
City Manager**

## **E X H I B I T    A**

### **RETIRED ANNUITANT EXTRA HELP SENIOR ACCOUNTANT JOB DUTIES**

- Participate in the posting, balancing and reconciliation of the General Ledger and subsidiary accounts.
- Control budget for various City departments and projects determining if funds are available and expenditures properly classified; research and analyze transactions to resolve budget problems; provide analysis of available funds at management request.
- Prepare work papers, financial statements, and various reports for Federal, State and other outside agencies as well as for internal accounting.
- Prepare fund balance projections and review with operating departments.
- Provide assistance and information to outside auditors as required.
- Audit and process payments for various contracts and miscellaneous expenses.
- Monitor and report on the status of State and Federal grants; review and audit grant contracts, amendments, and other documents to ensure grant compliance.
- Monitor and maintain records on City's fixed assets.
- Prepare investment activity summary.
- Recommend or implement changes in accounting systems and procedures.
- Assist departmental personnel with budget activity, proper expenditure coding, document preparation and other accounting related activities.
- 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 13<sup>th</sup> day of November 2023 by the following votes:

AYES: Aguirre, Eakin, Howard, Martinez Saballos, Sturken, and  
Vice Mayor Espinoza-Garnica

NOES: None

ABSENT: Mayor Gee

ABSTAINED: None

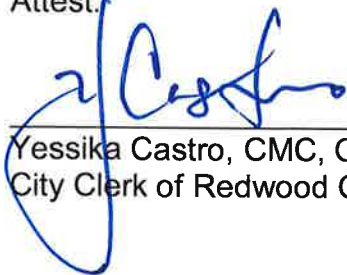
RECUSED: None



---

Lissette Espinoza-Garnica  
Vice Mayor of the City of Redwood City

Attest:



---

Yessika Castro, CMC, CPMC  
City Clerk of Redwood City

I hereby approve the foregoing resolution this  
14<sup>th</sup> day of November 2023.



---

Lissette Espinoza-Garnica  
Vice Mayor of the City of Redwood City