



# City of Clearlake

14050 Olympic Drive, Clearlake, California 95422  
(707) 994-8201 Fax (707) 995-2653

## A G R E E M E N T

### FOR RETIRED ANNUITANT APPOINTMENT

### (BUILDING INSPECTOR II)

THIS AGREEMENT, made and entered into this \_\_\_\_ day of August, 2021, by and between the CITY OF CLEARLAKE, a municipal corporation of the State of California, "City", and DAVID DEAKINS, "Retired Annuitant."

## W I T N E S S E T H

WHEREAS, City requires extra help to perform work of a limited duration; and WHEREAS, Retired Annuitant represents that he/she is 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 Building Inspector II 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 Clearlake. 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. Further, California law prohibits the appointment of a retired annuitant by a CalPERS employer if, during the twelve (12) month period before an appointment, the retired annuitant received unemployment insurance compensation for a prior retired annuitant employment for any CalPERS employer. By executing this agreement, Retired Annuitant certifies that they comply with this requirement.

### **3. Compensation**

- (a) Rate - Retired Annuitant shall be compensated for the performance of the above-described services at the rate of \$27.5931 dollars 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 his/her financial institution.
  
- (b) Schedule – Retired Annuitant's regular work schedule will be no more than 40 hours per week while Executive Order N-25-20, which suspended work hour limitations for retired annuitants, is in place. If Executive Order N-25-20 is rescinded, Retired Annuitant's regular work schedule will then be no more than 40 hours per week, not to exceed 960 hours in a fiscal year.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 \_\_\_\_\_, 2021, and shall expire on \_\_\_\_\_, 2022, unless this Agreement is sooner terminated.

### **5. Termination**

Either party may terminate this Agreement without cause upon giving the other party not less than two (2) weeks prior written notice. The City may upon receipt of the termination notice from Retired Annuitant, at its option and sole discretion, request that Retired Annuitant either (1) continue to render the services described in Exhibit "A" until the date of termination or (2) immediately cease the

performance of any or all of the services described in Exhibit "A" or any or all other services. Notwithstanding anything to the contrary, Retired Annuitant shall, upon City's Notice of Termination deliver to City a written status report of all projects or matters in which Retired Annuitant is involved. 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 CLEARLAKE,  
a municipal corporation of  
the State of California**

**BY:** \_\_\_\_\_  
**DAVID DEAKINS**  
**Retired Annuitant**

**BY:** \_\_\_\_\_  
**ALAN FLORA**  
**City Manager**

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

**BUILDING INSPECTOR II  
JOB DESCRIPTION**