

**CITY OF ORLAND**  
**EMPLOYMENT AGREEMENT**  
**(Pursuant to California Government Code §§ 21224 and 7522.56)**

This Employment Agreement (“Agreement”) is entered into by and between the City of Orland City (“City”) and Janet Wackerman (“Wackerman”), an individual, and is effective on August 7, 2025.

**Recitals**

Wackerman is a California Public Employees’ Retirement System (“CalPERS”) service retiree. Wackerman is agreeing to this post-service retirement appointment under the provisions of Government Code sections 21224 and 7522.56, which are deemed incorporated into this Agreement in full.

THEREFORE, in consideration of the above recitals and of the mutual promises and conditions in this Agreement, it is agreed as follows:

**Agreement**

1. **Appointment and Scope of Services.** The City desires to utilize the experience, specialized skills, and knowledge of Wackerman to provide services as an employee of the City on an extra-help basis on the following special projects and to ensure adequate services and staffing:
  - A. Mentoring staff in Housing and Community Development related matters.
  - B. Assisting in transition from in-house server to a cloud based server.
  - C. Assisting transition to the newly appointed City Manager
2. **Duties.** Wackerman is being appointed to perform services on an extra-help basis on the special projects and services described above.
3. **Term of Appointment.** Subject to earlier termination as provided for in this Agreement, Wackerman shall be employed for a term beginning August 7, 2025 and ending no later than June 30, 2026, or earlier if all the special projects identified above are completed before the end date of the Agreement.
4. **Employment Status.**
  - A. **No Membership in Bargaining Unit.** Wackerman understands that she is not a member of any bargaining unit and is not covered by the terms of any Memorandum of Understanding with any represented or unrepresented group of City employees as far as it pertains to Wackerman’s performance of duties.

- B. **No Property Right in Employment.** Wackerman understands and agrees that the terms of her appointment are governed only by this Agreement and applicable law and that no right of regular employment for any specific term is created by this Agreement. Wackerman further understands that she acquires no property interest in City employment by virtue of this Agreement, that the employment is “at will,” as defined by the laws of the State of California (meaning that Wackerman can be terminated any time for any reason or for no reason) and that she is not entitled to any pre- or post-deprivation administrative hearing or other due process upon release from employment.
- C. **Termination of Agreement.** The City may terminate this Agreement with or without cause at any time by providing written notice of such action to Wackerman. In such event, Wackerman has no right to appeal the termination of this Agreement or her employment, in any forum. Wackerman also has the right to terminate this Agreement and her employment at any time by providing written notice of such action to the City.
5. **Reasonable Time and Effort.** During her employment, Wackerman shall devote such time, interest and effort to the performance of her duties under this Agreement as may be fairly and reasonably necessary. In no event shall Wackerman work more than 960 hours for the City and any other CalPERS contracting agency combined in a fiscal year (July 1-June 30), regardless of the type of appointment.
6. **Hourly Rate.** During the term of this Agreement, the City agrees to pay Wackerman for the work she performs at \$76.92 per hour, payable on a bi-weekly basis and subject to all applicable withholdings and deductions. This salary is within the hourly salary range for the City’s classification of City Manager, which is the classification which performs the duties most comparable to those to be performed by Wackerman.
7. **Benefits.** Wackerman shall not receive any fringe benefits and shall not be entitled to any compensation other than the hourly payrate described in Paragraph 6, above. Wackerman also certifies by accepting employment that she has not received unemployment insurance compensation arising out of prior employment for retired annuitant employment in the 12-month period prior to appointment.
8. **Non-Assignment of Agreement.** This Agreement is intended to secure the individual services of Wackerman and is not assignable or transferrable by Wackerman to any third party.
9. **Governing Law/Venue.** This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this contract shall be in Glenn County.
10. **Enforceability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

11. **Conflict of Interest.** Wackerman agrees that during the term of this Agreement, she will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor, or association, whether compensated or not, that would in any way conflict with, or impair Wackerman's ability to perform the duties described in this Agreement.
12. **Entire Agreement and Modification.** This Agreement constitutes the entire understanding of the parties pertaining to the employment and can only be amended by a writing executed by both parties.
13. **Support Services and Equipment.** Wackerman shall be provided office space and the equipment necessary to perform her duties and sufficient to fulfill obligations under this Agreement as determined by the City Council, at no cost to Wackerman.
14. **Reimbursement for Expenses.** Wackerman shall be reimbursed by City in accordance with City policy for all authorized and necessary travel undertaken by Wackerman in performance of services pursuant to this Agreement, and within the approved City Budget.
15. **Indemnification.** To the extent federal, state, or local laws (including as provided by the California Torts Claims Act (Government Code section 810, et. seq.)) allow, the City must defend and indemnify Wackerman against and for all losses reasonably sustained by Wackerman in the direct and necessary consequence of the discharge of Wackerman's duties on the City's behalf for the period of Wackerman's employment.
16. **Impact on Benefits.** Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Wackerman shall not qualify for or become entitled to, and hereby agrees to waive any claims to, any compensation, benefit, or any incident of employment by the City, except for the hourly rate set forth above. The City shall not be responsible to indemnify or hold Wackerman harmless for any loss of or reduction in benefits based on her acceptance of this appointment.
17. **Advice of Counsel.** It is recommended by the City that prior to entering into this Agreement, Wackerman first consult with legal counsel retained by Wackerman at her own expense.
18. **Notices.** Notices pursuant to this Agreement must be in writing given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows:
  - a. City:  
Jennifer Schmitke  
City Clerk  
City of Orland  
815 Fourth Street  
Orland, CA 95963

Copy to: Scott Drexel, City Attorney  
6349 Auburn Boulevard  
Citrus Heights, CA 95621

- b. Janet Wackerman:  
(Confidential address on file with Human Resources)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice will be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service.

19. **Counterparts.** This Agreement may be executed in counterparts containing original signatures.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be signed and executed on its behalf by the City Manager, and Wackerman has signed and executed this Agreement, on the day and year written below.

JANET WACKERMAN

DATED: August \_\_\_\_, 2025

\_\_\_\_\_  
Janet Wackerman

CITY OF ORLAND

DATED: August \_\_\_\_, 2025

\_\_\_\_\_  
Matt Romano  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Drexel, City Attorney

ATTEST:

\_\_\_\_\_  
Jennifer Schmitke, City Clerk