

**RETIRED ANNUITANT EMPLOYMENT AGREEMENT**  
**for the Position of**  
**INTERIM CITY MANAGER**

This Employment Agreement ("Agreement") is made and entered into this 13th day of May, 2021, by and between the CITY OF CITRUS HEIGHTS ("CITY"), a general law city and municipal corporation, and Christopher Boyd ("Boyd"), an individual, on the following terms and conditions:

**RECITALS**

A. CITY desires to employ the services of Boyd as its Interim City Manager, temporarily, to carry out the duties and responsibilities of City Manager, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. Boyd desires to accept employment as City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

C. On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency related to COVID-19, as well as Governor's Executive Order and on March 19 the City of Citrus Heights City Council declared a local emergency due to the COVID-19 pandemic;

D. Effective May 11, 2021, Boyd retired as City Manager of Citrus Heights and an Interim City Manager is needed to ensure adequate staffing during the state of emergency until a permanent City Manager can be hired. Pursuant to CalPERS rules, Boyd and the City could not and did not engage in a predetermined agreement regarding becoming a retired annuitant since Boyd is under retirement age. The City is in the process of a recruitment for a permanent City Manager;

E. Boyd represents that he is a retired annuitant of CalPERS within the meaning of Government Code § 21221(h) and acknowledges that his compensation is statutorily limited as provided in Government Code § 21221(h). Boyd acknowledges that he normally is restricted to working no more than 960 hours for CITY, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") per fiscal year. However, given the current state of emergency, and with the Governor's Executive Order N-25-20 and CalPERS Circular Letter: 200-015-20 which suspends the 960-hour limitation during the state of emergency to ensure adequate staffing during the state of emergency, any hours worked by Boyd to ensure adequate staffing during the state of emergency will not be counted toward the 960-hour limit for the fiscal year. In addition, the 180-day break in service requirement under Government Code 7522.56(f) is suspended under Governor's Executive Order N-25-20 and CalPERS Circular Letter: 200-015-20.

F. Boyd also represents that he has not received unemployment

compensation from any CalPERS agencies during the 12-month period preceding the effective date of this Agreement.

G. CITY has determined that it is necessary to hire Boyd, a retired annuitant, because the position of Interim City Manager is required for adequate staffing and Boyd, by virtue of his significant experience as a retired City Manager has those special skills.

## **OPERATIVE PROVISIONS**

In consideration of the promises and covenants contained herein, the parties agree as follows:

### **1 Position and Duties.**

1.1 Position. Boyd accepts employment with CITY as its Interim City Manager and shall be the administrative head of the government of the City, and perform the duties outlined in Citrus Heights Municipal Code Section 2-210.

12 Term. This Agreement shall become effective when executed both by Boyd and a representative of the City Council on May 13, 2021. Boyd shall commence the performance of his duties as the Interim City Manager on May 13, 2021. This Agreement shall expire as of the first of the following to occur: (i) 5:00 p.m. on May 13, 2022;(ii) upon the employment commencement date of a permanent City Manager employed by CITY; or (iii) upon termination of the Agreement by either Boyd or CITY as provided in Section 4 [Termination] of this Agreement.

13 At-Will. Boyd acknowledges that he is an at-will, temporary employee of CITY who shall always serve at the pleasure of the City Council during the period of his service hereunder. Nothing in this Agreement is intended to, or does, confer upon Boyd any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit, or otherwise interfere with the right of CITY to terminate the services of Boyd, as provided in Section 1.2 [Term] or Section 4 [Termination]. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Boyd to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.2 [Term] or Section 4 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and Boyd, as set forth in Section 1.2 [Term] or Section 4 [Termination] below.

14 Duties. Boyd shall serve as the Interim City Manager and shall for the Term of the Agreement perform the duties set forth in set forth in Citrus Heights Municipal Code Section 2-210.

15      Hours of Work. Boyd shall devote the time necessary to adequately perform his duties as Interim City Manager. The parties anticipate that Boyd will work a sufficient number of hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at staff meetings, regular and special City Council meetings and such community meetings as needed. Toward that end, Boyd shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence with the City Manager's Office, reasonable availability to the City Council, City staff, and members of the community during regular CITY business hours and for the performance of his duties and of CITY business.

## **2      Compensation.**

2.1 Rate of Pay. For all services performed by Boyd as the Interim City Manager under this Agreement, CITY shall pay Boyd compensation at the rate of \$128.7995 per hour according to the payroll schedule in place for CITY employees paid bi-weekly subject to the limitations provided below.

2.1.1 Compliance with CalPERS requirements. It is the intent of the parties to compensate Boyd only to the extent permitted under Government Code § 21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay is within the established salary range for City Manager. Boyd acknowledges that he will be compensated the rate of \$128.7995 per hour and will not receive any benefits, incentives, compensation in-lieu of benefits, or any other form of compensation.

2.1.2 Recordation and Reporting of Hours Worked. Boyd and the CITY will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as required. Additionally, Boyd shall keep CITY continually apprised of any hours worked by Boyd for other CalPERS Agencies during the term of this Agreement.

Boyd will be responsible for keeping track of his hours worked, including during the period in which the Governor's Executive Order N-25-20 and CalPERS Circular Letter: 200-015-20 suspending the 960-hour limitation during the state of emergency are in effect. Boyd will submit his timesheets to the CITY in accordance with City payroll procedures. The CITY shall maintain these approved timesheets in a legal file and they shall not be disclosed except and unless as required by law or Boyd and/or the CITY need to defend themselves against any legal claims, including but not limited to by CalPERS.

2.1.3 Indemnity for CalPERS Claimed Overpayments. The CITY agrees to defend and indemnify Boyd for any fees, fines, penalties, contributions, or other monetary damages claimed, asserted, or alleged against Boyd by CalPERS as a result of his employment with the CITY upon a finding that the CITY failed to keep or report Boyd's accurate hours worked.

## 2.2 Benefits.

2.2.1 No Benefits. Pursuant to Government Code §21221(h) and related CalPERS regulations and policy statements, Boyd shall not receive from CITY any benefits CITY commonly provides to its employees, including without limitation health, dental, or vision insurance coverage, life insurance, employee assistance programs, and similar benefits.

## 3 **Vacation and Leave.**

31 No Leave. Boyd, in accordance with Government Code Section 21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, paid holidays or similar leave benefits.

## 4 **Termination.**

41 By CITY. This Agreement may be terminated by CITY for any reason thirty (30) days after providing written notice to Boyd of such termination. CITY's only obligation in the event of such termination will be payment to Boyd of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements.

42 By Boyd. This Agreement may be terminated by Boyd for any reason thirty (30) days after providing written notice to CITY of such termination. CITY shall have the option, in its complete discretion, to make Boyd's termination effective at any time prior to the end of such period, provided CITY pays Boyd all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing him through the last day actually worked.

43 No Notice for Expiration. Nothing in this Section 4 [Termination] shall be construed to require either party to give advance written notice for the Agreement to expire as set forth in Section 1.2 [Term].

44 Termination Obligations. Boyd agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of Boyd's employment. Boyd's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

## 5 **Conflict of Interest**

In accordance with Government Code Section 1126, during the period of his employment, Boyd shall not engage in any outside employment that is or may be

competitive with the CITY or might cause a conflict of interest with the CITY.

## **6 Expenses.**

CITY agrees to pay job related and reasonable expenses incurred by Boyd in the course of his duties as Interim City Manager.

## **7 General Provisions.**

7.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

72 Vehicle Operation. Boyd shall comply with CITY's administrative policies regarding operation of a vehicle on official business. Boyd shall not receive an automobile allowance but shall be eligible for reimbursement for mileage when using his personal vehicle for CITY business in accordance with CITY policy.

73 Notices. All notices required under this Agreement shall be in writing and either given in person or delivered by first class mail with postage prepaid and addressed as follows:

### **City's Notice Address:**

City of Citrus Heights  
Attn: Mayor Steve Miller  
6360 Fountain Square Drive  
Citrus Heights, CA 95621

### **Interim City Manager Address:**

Christopher Boyd  
(Confidential address on file with Human Resources)

74 Indemnification. Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code Section 810 *et seq.*], CITY will indemnify, defend, and hold Boyd harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Boyd's tenure as Interim City Manager.

75 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any law or ordinance.

76 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Boyd's appointment as Interim City Manager by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Boyd

as Interim City Manager, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to Boyd and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.7 Amendments. This Agreement may not be amended except in a written document signed by Boyd, and approved by the City Council.

7.8 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.9 Assignment. Boyd shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to Boyd, assign its rights and obligations hereunder.

7.10 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.11 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

7.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Sacramento County, State of California.

7.13 Interpretation. This Agreement shall be construed, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7.14 Acknowledgment. Boyd acknowledges that he has had the opportunity to consult legal counsel regarding this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and Boyd has signed and executed this Agreement, as of the date first indicated above.

CITY OF CITRUS HEIGHTS

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Steve Miller, Mayor

INTERIM CITY MANAGER

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Christopher Boyd

APPROVED AS TO FORM:

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Ryan Jones, City Attorney