



## STAFF REPORT

### TOWN COUNCIL MEETING OF SEPTEMBER 13, 2016

To: Town Council

From: Town Manager

Subject: Approval of Contract with Joan L. Phillippe for Services as Interim Town Manager

Date: August 31, 2016

#### **RECOMMENDATION:**

Adopt resolution approving contract with Joan Phillippe

#### **DISCUSSION:**

Town Manager Rick Angelocci has taken a personal leave of absence effective September 1, 2016 and as such the town is in need of an interim manager to handle the critical public business of the town. California State law provides that the town can appoint a California Public Employee Retirement System (CALPers) retiree to fill the position under these circumstances as long as certain conditions are met.

Joan Phillippe has agreed to become the town's interim manager. As such she cannot exceed 960 hours and will receive no benefits. She will be paid at the current city manager hourly rate as set forth in the attached resolution.

Ms. Phillippe brings to the town the background and expertise to fill the position. She served as the town's manager for nine years (1988-1997) and has served as city manager in several other cities since that time. She also served executive director of the California State Sheriffs' Association. She has also been a resident of the town since 1988.

The attached resolution sets forth the findings and justification for entering into a contract for interim town manager services. Approval of the resolution authorizes the attached contract for services for signature by the mayor.

#### **FINANCIAL IMPLICATONS:**

Cost of the contract is budgeted and does not require a budget adjustment.

# TOWN OF LOOMIS

## RESOLUTION

### A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS APPOINTING JOAN PHILLIPE TO THE POSITION OF INTERIM TOWN MANAGER

**WHEREAS**, Government Code section 21221(g) permits the Town Council to appoint a California Public Employee's Retirement System ("CalPERS") retiree to a position available because of the leave of absence granted to a person on payroll status not to exceed one year and found by the governing body to require specialized skills, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

**WHEREAS**, Government Code section 21221(h) permits the Town Council to appoint a California Public Employee's Retirement System ("CalPERS") retiree to a position during an emergency to prevent stoppage of public business and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

**WHEREAS** current Town Manager Rick Angelocci informed the Council on August 9, 2016 he would require a medical leave of absence to begin on September 1 and continue for six months;

**WHEREAS** Mr. Angelocci functions as not only the Town Manager, but also as the Town's Planning Director; and

**WHEREAS** the position of Town Manager requires specialized skills, and the Town of Loomis has no Assistant or Deputy Town Manager, contracts for planning and public safety services, and has no other Town employee with the skill, background and expertise needed to fill the position of Town Manager during Mr. Angelocci's leave of absence; and

**WHEREAS** the Town Council has determined that there is critical public business that can only be handled by a qualified Town Manager; and

**WHEREAS** the Town Council determined it was necessary to ensure the continued operation and management of the Town by retaining the services of Joan Phillipe to serve as Interim Town Manager, effective August 22;

**WHEREAS** it was necessary for Ms. Phillipe to begin work before the Town Council's next regular meeting to avoid the emergency consequences discussed above;

**WHEREAS** Ms. Phillipe served as the Town Manager of Loomis from 1988-1997 as well as several other cities in the ensuing years and has the specialized skills and experience necessary to serve as Town Manager during Mr. Angelocci's leave of absence; and

**WHEREAS** it is understood by the Town and Ms. Phillipe that the combined total hours to be served by Ms. Phillipe in any fiscal year, for all CalPERS employers combined, shall not exceed the 960-hour limitation set forth in the California Government Code section 21221 and Section 7522.6

**WHEREAS** the rate paid to Ms. Phillipe will be \$64.07/hour;

**WHEREAS** Ms. Phillipe has not and will not receive any other benefit, incentive, compensation in lieu of benefit, or any other form of compensation in addition to this pay rate;

**WHEREAS** the entire employment agreement between Jean Phillippe and the Town of Loomis has been reviewed by the Town Council and is attached herein as Exhibit A.

**NOW THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Loomis that:

1. All facts set forth in the background section of this Resolution are true and correct;
2. Joan Phillippe has the specialized skills needed to perform temporarily the work required of the critically-needed Town Manager position on an interim basis until Mr. Angelocci returns from his leave of absence.
3. As of the first date of Mr. Angelocci's leave of absence, the Town immediately required the services of a Town Manager and did not have any other employee with the necessary expertise, background or skill set to provide the work required of the critically-needed Town Manager.
4. Mr. Angelocci announced his intention to take a leave of absence very shortly before the leave began. In order to avoid the emergency that could have resulting to the Town if no Town Manager was in place, Ms. Phillippe began her employment on a temporary basis on August 22, subject to passage of this resolution.
5. The Town Council considered emergency appointment of Ms. Phillippe to the role of Town Manager under California Government Code Section 21221(h) on September 13.
6. It is in the best interests of the Town of Loomis to enter into an employment agreement with and to appoint Joan Phillippe as Interim Town Manager pursuant to the authority provided by Government Code sections 21221(g), 21221(h) and 7522.6. pending the return of Mr. Angelocci from his leave of absence. Ms. Phillippe will have authority to perform all Town Manager duties during her temporary employment.
7. The Town Council is authorized to enter into a Temporary Employment Agreement with Joan Phillippe with an effective date of September 13<sup>th</sup>, 2016.
8. Joan Phillippe has certified in writing, pursuant to Government Code section 7522.56(e)(1) that, during the 12-month period prior to the effective date of her employment as Interim City Manager, she has not received any unemployment insurance compensation arising out of prior employment with a public employer that is subject to that code section.

**PASSED AND ADOPTED** this 13th day of September, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Mayor

Attest:

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Town Attorney

**TOWN OF LOOMIS  
PROFESSIONAL SERVICES AGREEMENT**

**INTERIM TOWN MANAGER**

**1. PARTIES AND DATE.**

This Professional Services Agreement (hereinafter referred to as "Agreement" is made and entered into this 22nd day of August 2016 by and between the Town of Loomis, a California municipal corporation (hereinafter referred to as "Town") and Joan L. Phillipe (hereinafter referred to as "Employee"). Town and Interim Town Manager may sometimes be individually referred to herein as "Party" and collectively as "Parties".

**2. RECITALS.**

Current Town Manager has notified the Town Council he desires to take a six-month leave of absence from his duties with the Town and the Council has agreed to the request.

Town desires to employ the services of Employee as Interim Town Manager for the Town of Loomis during that leave of absence to perform the functions and duties specified in the laws of the State of California, Town of Loomis Municipal Code, ordinances, resolutions and policies of the Town and to perform such other duties and functions as the Town Council shall from time to time assign.

It is the desire of the Parties through this agreement to provide for certain benefits, establish conditions of employment and to set working conditions for Employee.

Under this Agreement, Employee is employed as a temporary retired annuitant. As such, Employee shall not work more than 960 hours in the Fiscal Year beginning July 1, 2016 and ending June 30, 2017.

**3. TERMS.**

**3.1 Duties.**

3.1.1 Designated Duties. Town hereby agrees to employ Employee as Interim Town Manager to perform the functions and duties pertaining to the Town Manager position, and to perform other legally permissible duties and such functions as the Town Council shall from time to time assign. The Town Council shall have the authority to determine the specific duties and functions that Employee shall perform under this Agreement and the means and manner by which Employee shall perform those duties and functions. Employee agrees to devote all of her business time, skill, attention and best efforts to the discharge of the duties and functions assigned to her by the Town Council.

### **3.4 Status and Authority of Employee.**

3.4.1 At-Will Status. The Parties hereby expressly agree that the employment relationship created by this Agreement is “at-will” and that Employee serves at the will and pleasure of the Town Council. Nothing in this Agreement, any statute, ordinance or rule shall prevent, limit or otherwise interfere with the right of the Town to terminate, without cause or right of appeal or grievance, the services of Employee at any time, in accordance with 3.7 below.

3.4.2 Employee shall at all times be considered an agent or employee of the Town.

3.4.3 Subject to the prior authorization of the Town Council, or as may be set forth in the Municipal Code or other Ordinance of the Town, Employee may act as a representative of Town in such a manner as may be required to carry out Employee’s duties hereunder.

3.4.4 Vacation and Sick Leave. Employee shall accrue no vacation, however shall accrue sick leave at a rate of 24 hours per year as provided by provided by California Law during the term of this Agreement.

### **3.5 Reimbursement**

3.5.1 Town shall reimburse Employee for mileage expenses necessarily incurred by Employee in the performance of her duties on behalf of the Town. Such reimbursement shall be at the current IRS rate and paid based on a reimbursement request form.

3.5.2 Should the Town Council authorize and/or require Employee to attend any function requiring a registration, meal or other fee, Employee shall be reimbursed for those expenses based on receipts presented on a reimbursement request form.

### **3.6 Term of Agreement.**

3.6.1 The term of this Agreement shall be for a period not to exceed 6 months beginning August 22, 2016.

3.6.2 In the event that circumstances in regard to the current Town Manager’s leave of absence change, Employee and Town agree that the terms of this Agreement may be modified as long as the terms continue to comply with PEPRA.

### **3.7 Termination**

3.7.1 This Agreement may be terminated with or without cause at any time upon 30 days advance written notice given by Employee to Town or immediately upon written notice by Town to Employee. Notice of termination may be delivered personally or by mail. All notices permitted or required under this Agreement shall be given to the respective parties at the

**IN WITNESS WHEREOF**, Town and Employee have signed and executed this Agreement as of the Effective date first written above.

**TOWN OF LOOMIS**

**EMPLOYEE**

By: \_\_\_\_\_  
Brian Baker  
Mayor

By: \_\_\_\_\_  
Joan L. Phillippe  
Interim Town Manager

**ATTEST:**

By: \_\_\_\_\_  
Charlene Strock, Town Clerk