

**RETIRED ANNUITANT EMPLOYEE
LEAVE OF ABSENCE APPOINTMENT
(Pursuant to California Government Code Section 21221(g))**

THIS AGREEMENT ("Agreement") is entered into on the ___ day of October 2025 by and between the City of San Pablo, California, a municipal corporation, and Jill Mercurio, Retired Annuitant Employee, hereinafter called "RAE," both of whom understand as follows:

NOW, THEREFORE, in consideration of the mutual covenant herein contained, the parties agree as follows:

DECLARATIONS

A. The City's Public Works Director/City Engineer is currently on leave of absence from permanent employment with the City.

B. The City desires to temporarily appoint RAE to fill the position of Public Works Director/City Engineer during such leave of absence, and in compliance with California Government Code Section 21221(g).

C. RAE understands that RAE is a Retired Annuitant subject to the Public Employees' Retirement Law (PERL) and the Public Employees' Pension Reform Act (PEPRA). Specifically, RAE is subject to CalPERS' post-retirement work restrictions (California Government Code Sections 21221 and 7522.56).

D. RAE is not a regular, permanent employee of the City, or any of its sub-units, and may be released at-will at any time with or without notice and without any right to appeal.

E. RAE affirms that they possess the specialized skills needed to perform this work and affirms that RAE is eligible to serve as prescribed under the PERL and PEPRA.

F. RAE understands that it is RAE's sole responsibility to adhere to all CalPERS post-retirement restrictions pertaining to limited service, including the 960 hour per fiscal year limit.

G. RAE is guaranteed neither a certain number, nor a certain quality of assignments.

H. RAE understands that if conditions change and the criteria as set forth in the PERL and PEPRA are no longer relevant or met, this Agreement will automatically terminate.

Section 1. Scope of Work

Essential Duties and Responsibilities

RAE will perform duties of the Public Works Director/City Engineer for limited duration not to exceed one year in the Public Works Department, as requested in the following areas:

- Report directly to City Manager/Assistant City Manager as directed;
- Provide overall direction in the development and implementation of goals, objectives, policies and procedures;
- Plan, direct, and review all public works administration, engineering and capital projects activities including design, contract engineering and inspection;
- Manage all the activities of the Department of Public Works including Engineering, Environmental Programs, and Maintenance Division functions;
- Confer with City Manager and advise staff on problems related to the design and construction of public works systems, the interpretation and enforcement of construction specifications, and the design and operation of traffic systems;
- Review plans, engineering reports, budget estimates, and proposed ordinances which may include signing plans for public works improvement and capital projects;
- Supervise and participate in the development and implementation of the capital improvement program and budget;
- Act as the City's City Engineer per San Pablo Municipal Code requirements;
- Respond to and resolve difficult citizen inquiries and complaints;
- Represent the City at small and large group meetings to provide and discuss information regarding City engineering and public works policies, practices, and problems;
- Evaluate and recommend professional engineering consultants and contracts;
- Implement all local, State and Federal public works and traffic-related grant and other funding;
- Determine need for new equipment and facilities, major repair and rebuilding projects;
- Supervise and participate in budget preparation and administration;
- Assist other departments and outside agencies on public works and engineering activities;
- Select, supervise, train, and evaluate subordinates

- Perform related duties as assigned by the City Manager; and
- At all times maintain a Professional-Engineer (P.E.) License, registered with the State of California/Department of Consumer Affairs, Board of Professional Engineers, Land Surveyors and Geologists during the entire term of executed RAE agreement.

Section 2. Payment

The rate of pay shall be \$134.3928 an hour, not to exceed 960 hours per fiscal year. RAE will not receive any benefits in addition to the hourly rate. The RAE shall maintain a time sheet, with hours worked and services performed, submitted for approval biweekly to City Manager, or their designee.

Payment shall be made with the regular City semi-monthly payroll, with applicable payroll taxes withheld/matched per the Federal and State tax codes; no other benefits, holidays, or leaves shall be paid to, or on behalf of RAE. The City shall report all earnings and hours to CalPERS.

Section 3. Relationship of Parties

The parties intend that this is a temporary, limited duration employment of a retired annuitant in accordance with PERL and PEPRA. RAE will submit to a pre-employment Live Scan as part of the onboarding process. RAE will determine RAE's own schedule in order to meet the demands of the position.

Section 4. Duration

RAE's employment pursuant to this Agreement shall not begin until the date set forth in the first paragraph of this Agreement, and in no event prior to the City's filing of a City Council resolution approving the prospective appointment of RAE with CalPERS.

Either party may terminate this Agreement at any time upon delivery of written notice to the other party. The term of the Agreement shall be through the earliest to occur of any of the following events: (i) one year from the date of this Agreement, (ii) (ii) the permanent Public Works Director/City Engineer on leave of absence returns to work, (iii) RAE reaches 960 hours of work performed within a fiscal year, or (iv) either party terminates this Agreement.

APPROVED AND AUTHORIZED:

ACCEPTED AND AGREED TO:

Matt Rodriguez, City Manager

Jill Mercurio,
Retired Annuitant Employee

APPROVED AS TO FORM:

City Attorney