



CITY OF SACRAMENTO

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DEPARTMENT OF LAW
812 TENTH ST.
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(SUITE 201)
TELEPHONE (916) 445-5346

September 30, 1980

Honorable City Council
City Hall
Sacramento, California

In re: Employment Agreement
William G. Seline

Members in Session:

By the attached agreement, the City Redevelopment Agency and Housing Authority will employ Mr. Seline as a consultant to the Agency/Authority for a period not to exceed four months. He will be retained at his current salary and benefit level. The Board of Supervisors acting as the County Redevelopment Agency/Housing Authority approved the same agreement at their meeting this morning.

RECOMMENDATION:

If the Council desires to employ Mr. Seline as a consultant, it is recommended that the attached resolutions be adopted.

Very truly yours,

Theodore H. Kobey, Jr.
THEODORE H. KOBEY, JR.
Assistant City Attorney

THK:kn

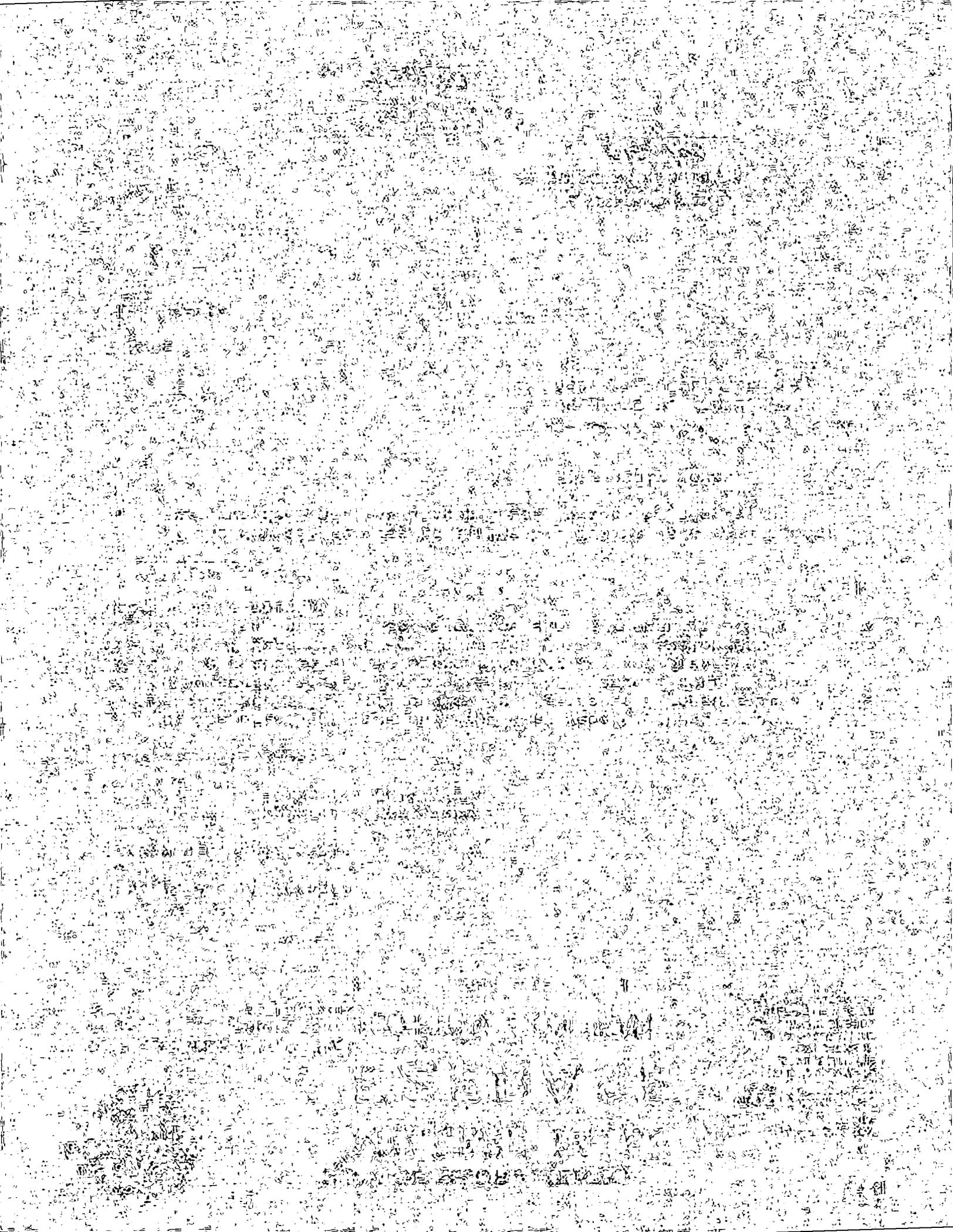
Attachments

APPROVED
SACRAMENTO HOUSING AUTHORITY

Date 9/30/80

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY

Date 9/30/80



EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of September, 1980, by and between the City of Sacramento Housing Authority, the City of Sacramento Redevelopment Agency, and the County of Sacramento Housing Authority (hereinafter collectively referred to as "Employers"), the County of Sacramento Redevelopment Agency (hereinafter referred to as "Agency"), and William G. Seline (hereinafter referred to as "Consultant").

R E C I T A L S

1. For many purposes Employers and Agency utilize common staff for the performance of their respective individual functions, and the Employers and Agency are sometimes collectively known and referred to as the "Sacramento Housing and Redevelopment Agency".

2. Employers have duly appointed Consultant to act and serve as Executive Director of each employer in a joint capacity.

3. Agency has not ever officially or otherwise appointed or designated Consultant to serve as either Executive Director or in any other capacity for the Agency. Nor has the Agency ever officially employed Consultant.

4. By memorandum dated September 24, 1980, directed to the members of the Sacramento City Council and Sacramento County Board of Supervisors and signed by Consultant, Consultant has resigned as Executive Director effective October 1, 1980. A true and correct copy of said memorandum is marked and hereinafter referred to as

"Exhibit A", is attached hereto, and is by this reference incorporated herein to the same extent as if set forth at length herein.

5. Exhibit "A" is conditioned upon retention of Consultant for a period of four (4) months.

6. The Agency is a party to this Agreement solely for the purpose of clarifying the effect of Exhibit "A" as terminating any implied employment by Agency of Consultant which may have arisen out of any services performed in the past by Consultant in behalf of the Agency.

7. Consultant has personal knowledge of many and varied matters pertaining to Employers, and Employers desire to provide continuity in the functions which they perform by continuing the employment of Consultant on a temporary basis solely for the purpose of providing advice in a consultative role.

A G R E E M E N T

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. Exhibit "A" shall be deemed to terminate, by resignation, Consultant's appointment and employment in the positions and capacities of Executive Director of Employers effective at 12:01 a.m. October 1, 1980. Exhibit "A" shall also be deemed to terminate, by resignation, any implied or other employment of Consultant by Agency effective at 12:01 a.m. October 1, 1980, and Consultant shall not thereafter be deemed to be employed by Agency for any purpose whatsoever. This Agreement complies with the condition set forth in Exhibit "A" that Consultant be retained for a period of four (4) months.

2. Employers hereby retain and employ Consultant on a full-time basis to act as adviser to Employers, their officers, agents and employees, when requested, during the transition from service by Consultant as Executive Director. Consultant shall be subject to the control of Employers acting directly or through any interim Director.

3. During the term of Consultant's retention and employment to serve as adviser during the transition, Consultant shall receive the same bi-weekly salary, vacation, sick leave accumulation and other benefits as Consultant was paid as Executive Director for the month of September, 1980.

4. The term of Consultant's retention and employment to serve as adviser during the transition shall commence at 12:01 a.m., October 1, 1980, and shall terminate at 11:59 p.m. either on January 31, 1981, or the thirtieth (30th) day following acceptance by Consultant of other employment, or the date upon which Consultant actually commences other employment, whichever occurs first.

5. Upon the expiration of the retention and employment of Consultant to act as adviser during the transition, Consultant's employment by Employers for any and all purposes shall be deemed terminated, and this Agreement shall be deemed to constitute a resignation by Consultant from employment by Employers and acceptance thereof by Employers effective at the date and time of termination of Consultant's retention and employment to serve as adviser during the transition.

6. Employers shall share the cost of the salary and benefits

paid to Consultant during the term of Consultant's retention and employment to act as adviser during the transition in the same proportion as they have paid for the salary and benefits paid to Consultant while acting as Executive Director.

7. This contract constitutes the sole embodiment of the terms of the agreements between the parties. There are no conditions precedent to the effectiveness or operation of the terms of this contract other than any which may be expressly set forth herein, and there are no promises or covenants by or between the parties, express or implied, other than those expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

"Employers"

City of Sacramento Housing Authority

"Consultant"


William C. Seline

By _____

City of Sacramento Redevelopment Agency

"Agency"

County of Sacramento
Redevelopment Agency

By _____

County of Sacramento Housing
Authority

By _____
Joseph E. Sheedy, Chairperson

By _____
Joseph E. Sheedy, Chairperson

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

September 24, 1980

RECEIVED
CITY MANAGER'S OFFICE
SEP 27 1980

MEMORANDUM TO: Members of the City Council, City of Sacramento

Members of the Board of Supervisors, County of Sacramento

FROM: William G. Selme, Executive Director

SUBJECT: Resignation

I am writing to formalize the action I took as Executive Session with the City Council, September 23, 1980. I wish to resign effective October 1, 1980 with the understanding that I will aid the City and the County under a four-month contract.

I tender this resignation with the most positive intention considering my feeling that the Executive Director of such a large multi-faceted Agency should have nearly total support. I recommend to you an outstanding staff with a string of accomplishments ranging from foster grandparents programs and thousands of housing units to historic projects like Old Sacramento. Whichever direction you decide to move with the Agency, I wish you the best.

William G. Selme

William G. Selme
Executive Director

WGS:gs

cc: Mr. Walter Slipp

P.O. BOX 1144
SACRAMENTO, CA 95833
SACRAMENTO, CA 95833
(916) 442-2131

EXECUTIVE DIRECTOR
WILLIAM G. SELME

ILLVA COLLINA
C. TOBIAS (TCH), JOHNSON
JOSEPH E. (TCH), SHEELY
SANDRA P. SMITH
FRED G. WAGE

CITY GOVERNING BOARD
PHILIP L. IZENZAC, MAYOR
LLOYD CONNELLY
BRUCE H. FISHER
THOMAS R. HOSBER
DOUGLAS N. POPE
JOHN ROBERTS
LYNN ROBIT
ANNE RUDIN
DANIEL E. THOMPSON





RESOLUTION NO. 1842

Adopted by the Housing Authority of the City of Sacramento:

AUTHORIZING EMPLOYMENT AGREEMENT
WITH WILLIAM G. SELINE DATED
SEPTEMBER 30, 1980

BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF
SACRAMENTO:

That the Chairman be and is hereby authorized to execute
on behalf of the CITY OF SACRAMENTO HOUSING AUTHORITY an employment
agreement with WILLIAM G. SELINE dated September 30, 1980.

CHAIRMAN

ATTEST:

SECRETARY

APPROVED
SACRAMENTO HOUSING AUTHORITY
Date 9/30/80

RESOLUTION NO. 2946

Adopted by the Redevelopment Agency of the City of Sacramento

AUTHORIZING EMPLOYMENT AGREEMENT
WITH WILLIAM G. SELINE DATED
SEPTEMBER 30, 1980

BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF
SACRAMENTO:

That the Chairman be and is hereby authorized to execute
on behalf of the CITY OF SACRAMENTO REDEVELOPMENT AGENCY an employment
agreement with WILLIAM G. SELINE dated September 30, 1980.

CHAIRMAN

ATTEST:

SECRETARY

APPROVED
SACRAMENTO REDEVELOPMENT AGENCY
Date 9/30/80