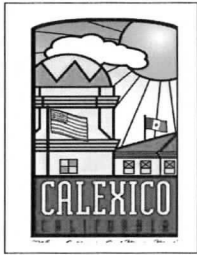


AGENDA
ITEM

19



CITY COUNCIL AGENDA STAFF REPORT

DATE: April 20, 2022
TO: Mayor and City Council
PREPARED BY: Best Best & Krieger LLP, City Attorney
SUBJECT: Approval of Interim Finance Director Employment Agreement
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Recommendation:

It is recommended that the City Council authorize the Mayor to execute the Interim Finance Director Employment Agreement.

Background:

While conducting an executive search for a new Finance Director, it is in the City’s best interest to have the functions, duties and obligations of the Finance Director performed on an interim basis. The City Council has determined that Sandy Fonseca is the best qualified person to assume the Interim Finance Director role. Ms. Fonseca will continue to serve as the City’s Finance Manager and is familiar with the City, its policies, procedures and staff.

Discussion and Analysis:

The terms of the Interim Finance Director Employment Agreement are summarized as follows:

- Ms. Fonseca will continue to serve as the City’s Finance Manager while serving as Interim Finance Director.
- The starting date of the agreement is February 1, 2022.
- Compensation will be \$9,309.00 per month.
- Either party may terminate the agreement on 30 days’ notice.
- Once a Finance Director is hired, Ms. Fonseca will continue to serve as Finance Manager.

Fiscal Impact:

The Interim Finance Director Employment Agreement provides for a monthly



salary of \$9,309.00. This salary includes the salary paid to Ms. Fonseca in her position as Finance Manager. Ms. Fonseca will not receive any additional employee benefits based on her service as Interim Finance Director. However, she will continue to receive all benefits currently provided to her as a result of her position as Finance Manager.

Attachment:

1. Interim Finance Director Employment Agreement.

**AGREEMENT FOR
INTERIM FINANCE DIRECTOR SERVICES**

THIS AGREEMENT is made and entered into as of the 1st day of February, 2022 by and between the CITY OF Calexico, a California municipal corporation ("CITY") and Sandy Fonseca, an individual ("EMPLOYEE").

R E C I T A L S:

WHEREAS, CITY requires the temporary services of an Interim Finance Director for an undetermined period of time;

WHEREAS, EMPLOYEE is ready, willing and able to supply such services;

WHEREAS, the City Council of CITY has determined that EMPLOYEE is best qualified for the position of Interim Finance Director;

WHEREAS, CITY presently employs EMPLOYEE as Finance Manager; and

WHEREAS, EMPLOYEE will continue to serve as a Finance Manager throughout the period EMPLOYEE serves as Interim Finance Director and will continue to serve as Finance Manager upon the termination of this Agreement.

NOW, THEREFORE, CITY and EMPLOYEE agree as follows:

SECTION 1 APPOINTMENT AND DUTIES OF EMPLOYEE.

1.1 CITY hereby employs EMPLOYEE as Interim Finance Director of the City, and EMPLOYEE hereby accepts such employment. EMPLOYEE shall serve as Interim Finance Director at the will and pleasure of the City Council of CITY. As requested by, and under the direction of the City Council, EMPLOYEE shall provide Finance Director services to CITY.

1.2 EMPLOYEE agrees to perform faithfully and to the best of EMPLOYEE'S ability, experience, and talents, all of the duties that may be required by the express and implied terms of this Agreement, to the reasonable satisfaction of CITY. Such duties shall be provided at such place(s) as the needs, business, or opportunities of CITY may require from time to time.

1.3 In addition to the duties set forth in this Agreement, EMPLOYEE shall continue to serve as the Finance Manager and perform those functions to the best of her ability at the direction and to the satisfaction of CITY.

SECTION 2. CONDITIONS OF EMPLOYMENT.

2.1. The starting date for EMPLOYEE'S services shall be February 1, 2022.

2.2 During the term of this Agreement, EMPLOYEE shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of EMPLOYEE'S duties under this Agreement.

SECTION 3. TERM OF AGREEMENT. This Agreement shall be effective from February 1, 2022 until termination of this Agreement pursuant to Section 5.

SECTION 4. COMPENSATION.

4.1 For services rendered pursuant to this Agreement, EMPLOYEE shall be compensated at a monthly rate of \$9,309.00 for the duties of Finance Manager and Finance Director. EMPLOYEE'S compensation shall be subject to all applicable taxes, insurance and other required deductions.

4.2 CITY shall reimburse EMPLOYEE for reasonable "out of pocket" costs or expenses incurred in the performance of EMPLOYEE'S duties under this Agreement, in accordance with CITY'S reimbursement policies in effect at the time.

4.3 EMPLOYEE shall continue to receive all the same benefits she was receiving as Finance Manager.

SECTION 5. TERMINATION.

5.1 Except as provided in Section 5.2 below, this Agreement may be terminated without cause at any time upon thirty (30) days advance written notice given by either party hereto. Notice of termination shall be given in writing and may be delivered personally or by mail.

5.2 Notwithstanding Section 5.1, upon any one of the following events, this Agreement shall terminate automatically, without notice to the other party.

- The commencement of duties of an individual appointed to the permanent position of Finance Director by the CITY;
- Any breach of the terms of this Agreement.

5.3 Upon Termination of this Agreement, EMPLOYEE will continue to serve in the position of Finance Manager.

SECTION 6. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties except with respect to EMPLOYEE'S position as Finance Manager.

SECTION 7. SEVERABILITY. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

SECTION 8. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

SECTION 9. WAIVER. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, CITY and EMPLOYEE have caused this Agreement to be executed as of the day and date first above written.

CITY OF CALEXICO

By: _____ Date: _____, 2022
JAVIER MORENO, MAYOR

EMPLOYEE

By: _____ Dated: _____, 2022
SANDY FONSECA