



# CITY COUNCIL

## AGENDA STAFF REPORT

**DATE:** July 31, 2023

**TO:** Mayor and City Council

**APPROVED BY:** Esperanza Colio-Warren, City Manager *Esperanza Colio-Warren*

**REVIEWED BY:** Sandra Fonseca, Interim Finance Director *SF*

**PREPARED BY:** Denise Garcia, Human Resources/Risk Management Manager *Denise Garcia*

**SUBJECT:** Approval of Interim City Clerk Employment Agreement

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**Recommendation:**

It is recommended that the City Council authorize the City Manager to execute the Interim City Clerk Employment Agreement.

**Background:**

With the retirement of Gabriela Garcia, City Clerk and the current recruitment process to hire a new City Clerk, it is in the City’s best interest to have the functions, duties and obligations of City Clerk performed on an interim basis. The City Manager has determined that Veronica Alvarado is qualified to assume the Interim City Clerk role. Veronica Alvarado will continue to serve as an Executive Assistant supporting the City Manager’s Department and is familiar with City policies, procedures, and staff.

**Discussion & Analysis:**

The terms of the Interim City Clerk Employment Agreement are summarized as follows:

- Veronica Alvarado will continue to serve as Executive Assistant while serving as Interim City Clerk and will continue to serve as Executive Assistant upon the termination of this agreement.
- The starting date of the agreement is August 1, 2023.
- Compensation will be \$6,118 per month.
- Either party may terminate the agreement on 30 days’ notice.

**Fiscal Impact:**

The Interim City Clerk Employment Agreement provides for a monthly salary of \$6,118.00. This salary includes the salary paid to Veronica Alvarado in her position as Executive Assistant within the City Manager’s Department and budget. Veronica Alvarado will not receive any additional employee

benefits based on her service as Interim City Clerk. However, she will continue to receive all benefits currently provided to her as a result of her position as Executive Assistant.

**Attachment(s):**

1. Interim City Clerk Employment Agreement.

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1. Interim City Clerk Employment Agreement.

## **AGREEMENT FOR INTERIM CITY CLERK SERVICES**

**THIS AGREEMENT** is made and entered into as of the 31<sup>st</sup> day of July 2023 by and between the CITY OF CALEXICO, a California municipal corporation ("CITY") and VERONICA ALVARADO an individual ("EMPLOYEE").

### **R E C I T A L S:**

**WHEREAS**, CITY requires the temporary services of an Interim CITY CLERK 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 CITY CLERK;

**WHEREAS**, CITY presently employs EMPLOYEE as an EXECUTIVE ASSISTANT; and

**WHEREAS**, EMPLOYEE will continue to serve as an EXECUTIVE ASSISTANT throughout the period EMPLOYEE serves as Interim CITY CLERK and will continue to serve as EXECUTIVE ASSISTANT 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 CITY CLERK of the City, and EMPLOYEE hereby accepts such employment. EMPLOYEE shall serve as Interim CITY CLERK 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 CITY CLERK 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 EXECUTIVE ASSISTANT 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 August 1, 2023.
- 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 AUGUST 1, 2023, 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 \$6,118.00 for the combined duties of EXECUTIVE ASSISTANT and Interim CITY CLERK. 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 will continue to receive all the same benefits she was receiving as EXECUTIVE ASSISTANT.

## **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 CITY CLERK by 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 EXECUTIVE ASSISTANT within the CITY MANAGER'S DEPARTMENT.

**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 EXECUTIVE ASSISTANT.

**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 date first above written.

**CITY OF CALEXICO**

BY: \_\_\_\_\_  
Raul Urena, Mayor

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Veronica Alvarado, Employee

DATE: \_\_\_\_\_

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**CITY OF CALEXICO**

BY: \_\_\_\_\_  
Esperanza Colio Warren, City Manager

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Veronica Alvarado, Employee

DATE: \_\_\_\_\_