

RESOLUTION NO. 2346

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN EMPLOYMENT
AGREEMENT FOR PERMANENT CITY MANAGER


BE IT RESOLVED, by the City Council of the City of Soledad that the Mayor and City Clerk be, and they are hereby authorized and directed for and on behalf of the City of Soledad, to execute with **Belinda Espinosa** a one year employment agreement in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 9th day of May, 1994 by the following vote:


AYES, and in favor thereof, Councilmembers: John Holguin, Ben Jimenez, Jr., Richard Oritz, Mayor Pro Tem Fabian Barrera, Mayor Fred Ledesma

NAYES, Councilmembers: None

ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by and between the CITY OF SOLEDAD, a municipal corporation, hereinafter called Employer, and Belinda B. Espinosa, hereinafter called Employee, as follows:

1. Employment. Employer hereby employs Employee as City Manager, and Employee hereby accepts said employment upon the terms and conditions hereinafter set forth.

2. Term. The term of this agreement shall commence on June 1, 1994, and shall continue for a term of one (1) year, until June 1, 1995, or until terminated as set forth in Paragraph 10.

3. Duties. During the initial thirty (30) day period of employment, Employee's duties shall be shared with Interim City Manager Russ Carlsen, the exact nature and scope of said duties to be determined by said parties by mutual agreement.

Thereafter, Employee's duties under this agreement shall be those assigned to the office of City Manager by the general laws of the State of California, by City Ordinance (Municipal Code Chapter 2.08), as from time to time amended, and by City Council direction. Notwithstanding this language, Employee may be relieved of some of the aforesaid duties, upon mutual agreement of Employer and Employee, through the procurement of the services of a City Management consultant. Employee shall devote as much time to said duties as shall be required for their proper performance, regardless of the number of hours involved.

4. Salaries and Benefits.

A. For all services to be rendered by Employee under this agreement, Employer shall pay to Employee a salary of \$63,900 per year, payable in equal semi-monthly installments.

B. Employer shall pay Employee's one-time relocation expenses, upon receipt of an itemized statement for the same, in an amount not to exceed \$2,500.

C. Employee shall be entitled to participate in Employer's retirement plan and added to the roll of Employer's health, accident, eye care and dental plan in accordance with the provisions of Section 4 of City of Soledad Resolution No. 2255, "A Resolution of the City Council of the City of Soledad Establishing Compensation Aid Benefit Plans For Employees of the City of Soledad and Repealing Resolution No. 2171."

5. Housing. Employer agrees to let the property located at 546 Soledad Street, City of Soledad, to Employee

during the term of employment. The monthly rent for said property shall be \$600, due and payable on the first day of each month. Employee shall reside at 546 Soledad Street on a permanent basis, and will generally be available to Employer at said residence on a 24-hour basis. Prior to occupancy, Employer's representative, Employee and the City Building Inspector will perform an inspection of the subject residence to document the home's condition and identify existing deficiencies, if any. Upon City Council approval, those deficiencies found to warrant immediate care will be corrected in a timely manner.

6. Extent of Services. Employee shall devote her full time, attention and energies to her duties hereunder and while so employed shall not be engaged in any other business activity whatsoever, directly or indirectly, either alone or as a partner, Employee or agent of any other person, firm or corporation; provided, that nothing in this paragraph shall be construed to prevent Employee from making business investments which will not require any services on her part.

7. Vacation; Sick Leave; Compensatory Time Off. After continuous service of more than six (6) months, Employee shall be allowed ten (10) working days vacation time each year, with pay, computed from the date of hiring at the rate of 6.67 hours per month. Employee shall be entitled to sick leave and compensatory time off as provided in the personnel regulations for City employees.

8. Car Allowance. Employee shall utilize her own personal automobile for official use while employed under the terms of this Agreement. Employer will provide Employee with a monthly automobile allowance of \$350 to cover the costs of automobile maintenance, gas and oil for all such travel.

9. Expenses; Dues and Subscriptions. Employer agrees to reimburse Employee for all travel expenses and conference fees for annual League of California Cities meetings. Employer also agrees to pay Employee's membership fees in the International City/County Management Association. All other expenses incurred by Employee in the performance of her official duties, including related dues and subscriptions, may be reimbursed to Employee at Employer's discretion if approved in advance by the City Council.

10. Review of Job Performance. At the end of each year of employment under this agreement, or any extension hereof, Employer (acting through the City Council), shall conduct a review of Employee's job performance. The results of such review, including findings and conclusions and the facts upon which they are based, shall be furnished to Employee in oral or written form, and Employee shall be given full opportunity to comment upon them. All such information shall be kept confidential by the parties and shall be used by said parties only for the purpose of improving the employment relationship or for the purpose of exercising rights under the terms of this

agreement.

11. Computer. Employer agrees to purchase a portable personal computer for Employee's exclusive use at home or in the field. Said computer shall remain the property of Employer, and upon Employee's departure, for any cause whatsoever, shall be returned by Employee to Employer in good working condition.

12. Termination.

A. Employer Agrees that Employee will not be terminated during the first four months of employment, from June 1 through October 1, 1994, except for cause, arising from a wilful breach of duty or habitual neglect of duty by Employee, by Employee's conviction of a crime involving moral turpitude, or for any conduct by Employee which makes it impossible or impractical for her to perform her duties hereunder, or that seriously impedes Employer operations. If Employee is terminated for cause during this period, no severance pay will be paid.

B. After October 1, 1994, this agreement may be terminated prior to expiration of the term specified in Paragraph 2 above in any one of the following ways:

a. By mutual agreement of the parties hereto, expressed in writing; or

b. By Employee, upon giving to Employer not less than sixty (60) days' prior written notice of her election to terminate; or

c. By Employer, for cause, arising from a wilful breach of duty or habitual neglect of duty by Employee, by Employee's conviction of a crime involving moral turpitude, or for any conduct by Employee which makes it impossible or impracticable for her to perform her duties hereunder, or that seriously impedes Employer operations; or

d. By Employer, without cause, upon giving to Employee written notice of termination, provided that notice of such termination shall not be effective unless such termination is approved by not less than four members of the City Council, and further provided that upon termination, Employee shall be paid forthwith a sum equal to her then base salary for a period of 60 days.

13. Compatibility with State Law. This agreement is made subject to all applicable laws of the State of California, specifically including but not limited to Section 36506 of the Government Code. In the event of any conflict between the

provisions of this agreement and any such state law, the provisions of said state law shall apply.

14. Compatibility with Municipal Code. The provisions of this agreement are subject to the limitations contained in Chapter 2.08 of the Soledad Municipal Code, and in the event of any conflict between the provisions of this agreement, and said Chapter 2.08, the provisions of Chapter 2.08, shall be controlling, except that the notice provisions of paragraph 12(b), above, for termination by employee [sixty (60) days] shall prevail over the provisions of Section 2.08.120 of the Soledad Municipal Code [thirty (30) days].

IN WITNESS WHEREOF, the said parties have executed this agreement on 9 th day of MAY, 1998.

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CITY OF SOLEDAD, a
California municipal
corporation

By: 
Mayor


Belinda B. Espinosa