

RESOLUTION NO. 4204/340

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AND THE BOARD OF DIRECTORS OF THE SOLEDAD REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR INTERIM CITY MANAGER/EXECUTIVE DIRECTOR SERVICES

WHEREAS, the City/Agency has an immediate need to procure the services of an Interim City Manager/Executive Director during the time period in which it is recruiting a new, full-time City Manager/Executive Director; and

WHEREAS, the Council/Board has determined that Adela Gonzalez ("Gonzalez"), the current Assistant City Manager, is qualified to serve in the capacity of Interim City Manager/Executive Director and Gonzalez has indicated a willingness to serve in this capacity, subject to specific terms and conditions.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad and the Board of Directors of the Soledad Redevelopment Agency that the "Agreement-Employment as Interim City Manager/Executive Director," a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein, is hereby approved. The Mayor/Chairman is hereby authorized and directed to execute said Agreement on behalf of the City/Agency.

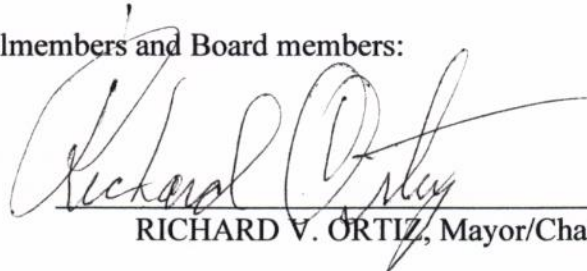
PASSED AND ADOPTED by the City Council of the City of Soledad and the Board of Directors of the Soledad Redevelopment Agency at a regular meeting duly held on the 7th day of May, 2008, by the following vote:

AYES, and in favor there of, Councilmembers and Board members:

NOES, Councilmembers and Board members:

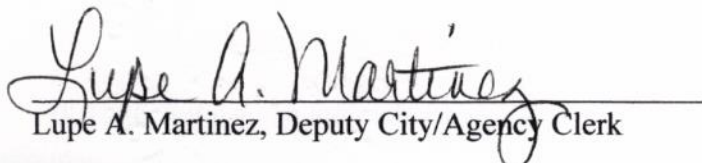
ABSTAIN, Councilmembers and Board members:

ABSENT, Councilmembers and Board members:



RICHARD V. ORTIZ, Mayor/Chairman of the Board

ATTEST:



Lupe A. Martinez, Deputy City/Agency Clerk

**AGREEMENT FOR
EMPLOYMENT AS INTERIM CITY MANAGER/EXECUTIVE DIRECTOR**

THIS AGREEMENT is made by and between the CITY OF SOLEDAD ("City"), a municipal corporation, SOLEDAD REDEVELOPMENT AGENCY, ("Agency"), a political subdivision, corporate and politic, and ADELA P. GONZALEZ ("Employee"), as follows:

Recitals

- A. Employee has been employed by City since 2007, in the position of Assistant City Manager.
- B. During her term of employment, Employee has served as Acting City Manager on several occasions when the City Manager was out of town or otherwise unavailable. Employee also has previous city manager experience.
- C. At the request of the City Council/Agency Board, Employee has agreed to an appointment as Interim City Manager/Executive Director (hereinafter collectively referred to as "Interim City Manager"), and thereafter, to return to her position as Assistant City Manager.
- D. The parties hereto desire to memorialize the terms and conditions by which Employee shall serve in the employ of the City/Agency, as Interim City Manager, and thereafter return to the Assistant City Manager's position.

Agreement

- 1. Appointment as Interim City Manager. City/Agency hereby appoints Employee as Interim City Manager, and Employee accepts said appointment upon the terms and conditions hereinafter set forth.
 - A. Term. Employee shall serve in the position of Interim City Manager until a new City Manager/Executive Director is selected and appointed by the Soledad City Council/Soledad Redevelopment Agency.
 - B. Scope of Duty. While serving in the capacity of Interim City Manager, Employee's duties shall be those assigned to the office of City Manager/Executive Director by the general laws of the State of California, by City Ordinance (Municipal Code Chapter 2.08), as from time to time amended, by the Community Redevelopment Law (Part 1 of Division 24-commencing with Section 33000 of the Health and Safety Code of the State of California), and by City Council/Agency Board direction. Employee shall devote as much time to said duties as shall be required for their proper performance, regardless of the number of hours involved. Employee's authority shall include, but not be limited to the right to approve and execute contracts on behalf of the City/Agency, to hire and fire employees in accordance with relevant policies, and oversight and/or involvement in disciplinary procedures.
 - C. Salary and Benefits While Serving as Interim City Manager.
 - 1) For all Interim City Manager Services rendered by Employee pursuant to this Agreement, commencing from May 8, 2008, City/Agency shall pay Employee \$13,335.22 per month. In the event City/Agency does not retain a full time City

Manager/Executive Director within twelve (12) months of the execution of this Agreement, Employee's compensation as established herein shall be evaluated and subject to adjustment. Employee's compensation may also be subject to adjustment to maintain parity with other employees. (Employee's salary shall be at least 5% above the highest paid City employee's salary.)

- 2) (a) Employee shall continue to be entitled to all other benefits and rights provided to management employees as provided in City of Soledad Resolution No. 4069, and all amendments thereto. Such benefits include, but are not limited to, the right to participate in City's retirement plan, health, accident, eye care and dental plan, bereavement leave, emergency family leave, and sick leave buy back. Employee shall also be entitled to an additional 4.0 hours of administrative compensatory leave per calendar month, calculated from May 1, 2008, which shall be used to supplement regular compensation for hours spent fulfilling Employee's duties. All such leave must be used prior to, or within thirty (30) days of, May 8, 2009.
- (b) City/Agency acknowledges that Employee had previously made plans for at least one week of vacation in August of 2008, and has no objections to said plans.
- 3) Employee shall have the exclusive and unrestricted use of a City owned automobile. City shall be responsible for the insurance, operation, maintenance, and expense of said vehicle. Employee shall reimburse City, at the current rate authorized by the IRS, for any personal automobile travel exceeding a 450 mile round trip radius. This benefit shall only be provided as long as Employee maintains a valid California Driver's License and a driving record that does not adversely impact City's ability to insure Employee's use of the involved vehicle at a reasonable cost.
- 4) City/Agency shall defend, save harmless, and indemnify Employee against any tort, professional liability claim, or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Interim City Manager, except to the extent caused by negligent, willful, intentional or reckless conduct.

2. Employment After Expiration of Interim City Manager's Appointment. Barring earlier cessation of her appointment, Employee's appointment as Interim City Manager shall expire upon the City Council's/Agency Board's appointment of a new City Manager/Executive Director. Thereafter, Employee will return to the position of Assistant City Manager at the annual salary of \$125,964.80, subject to any adjustment received by management employees in the preceding term of this Agreement. Upon her return to the Assistant City Manager's position, Employee shall continue to be entitled to all benefits and rights provided to management employees as provided in City of Soledad Resolution No. 4069, and all amendments thereto. Such benefits shall include, but not be limited to, the right to participate in City's retirement plan, health, accident, eye care and dental plan, bereavement leave, emergency family leave, and sick leave buy back.

3. Resignation From Interim City Manager's Position/Termination.

A. Resignation During Service as Interim City Manager. Employee may resign from the position of Interim City Manager as follows:

- 1) By mutual agreement of the parties hereto, expressed in writing. In such circumstances, Employee shall be allowed the option of returning to her former position as Assistant City Manager.
- 2) By Employee, upon giving City/Agency not less than thirty (30) days' prior written notice of her election to resign. In such circumstances, Employee shall be allowed the option of returning to her former position as Assistant City Manager.

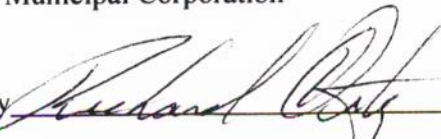
B. Termination During Service as Interim City Manager. City/Agency may terminate Employee's service with City/Agency while in the position of Interim City Manager as follows:

- 1) For cause, by affirmative vote of at least three (3) Council members/Board members, for conviction of a crime involving moral turpitude, or for any conduct by or condition affecting Employee which makes it impossible or impracticable for her to perform her duties hereunder.
- 2) Without cause, by affirmative vote of at least three (3) Council members/Board members, upon providing Employee written notice of termination. Upon termination, Employee shall be paid forthwith a sum equal to her salary for a period of six (6) months.

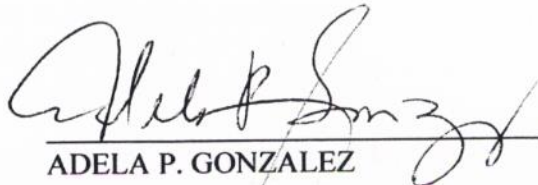
Notwithstanding the foregoing, Employee may not be removed from office without cause pursuant to this provision during or within a period of one hundred eighty (180) days succeeding any general municipal election held in the City at which a City council member is to be elected.

4. Compatibility With State Law. This Agreement is made subject to all applicable laws of the State of California. In the event of any conflict between the provisions of this Agreement and any such State law, the provisions of the State shall apply.

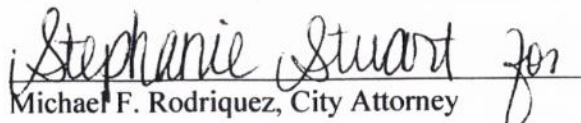
CITY OF SOLEDAD
A Municipal Corporation

By 
Title Richard V. Ortiz, Mayor

Dated 05/14/08


ADELA P. GONZALEZ
Dated May 14, 2008

APPROVED AS TO FORM:


Michael F. Rodriguez, City Attorney