



**CITY OF PACIFIC GROVE**  
300 Forest Avenue, Pacific Grove, California 93950

**AGENDA REPORT**

**TO:** HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL  
**FROM:** James Colangelo, City Manager  
**MEETING DATE:** February 6, 2008  
**SUBJECT:** **CONSIDER THE ADOPTION OF A RESOLUTION  
APPROVING AN EMPLOYMENT AGREEMENT WITH  
MARK WALKER TO SERVE AS THE INTERIM MUSEUM  
CURATOR**

**RECOMMENDATION:**

Adopt the attached Resolution.

**DISCUSSION:**

At present, the Pacific Grove Museum of Natural History is being staffed by an Interim Museum Manager and part-time administrative help. Both the Museum Board and Association have cited the need for a part-time curator during this transition period to maintain the Museum collection. In addition, it is a requirement of accreditation that the Museum employ a paid curator.

The attached employment agreement would retain an Interim Museum Curator on a part-time basis to maintain and manage the collection until a permanent staffing plan can be developed. Both the Museum Board and Association were requested to provide recommendations for a part-time curator.

The recommended candidate previously served as Museum Curator at Otago Museum in New Zealand. He currently is employed at the Hopkins Marine Station. The recommended agreement would entail Mr. Walker working approximately 20 hours per month at a rate of \$25.00 per hour.

The proposed term of this agreement is twelve months. Within that time, an appropriate permanent management structure can be determined.

**FISCAL IMPACT:**

The cost of this service is not expected to exceed \$7,000 for the entire fiscal year, and is budgeted within existing funds.

**ATTACHMENTS:**

- Resolution
- Employment Agreement

RESPECTFULLY SUBMITTED:

*James J. Colangelo*

Digitally signed: I have reviewed this document

James J. Colangelo  
CITY MANAGER

**RESOLUTION NO. 08-005**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE  
APPROVING EMPLOYMENT AGREEMENT BETWEEN  
THE CITY AND MARK WALKER**

**THE COUNCIL OF THE CITY OF PACIFIC GROVE DOES RESOLVE  
AS FOLLOWS:**

SECTION 1: This certain agreement entitled "Interim Museum Curator Agreement," dated May 22, 2008, between the City of Pacific Grove and Mark Walker, is approved and the City Manager is authorized and directed to sign them for and on behalf of the City.

**PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE** this 21<sup>st</sup> day of May 2008, by the following vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
DANIEL E. CORT, Mayor

ATTEST:

\_\_\_\_\_  
CHARLENE WISEMAN, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
DAVID C. LAREDO, City Attorney

## **Interim Museum Curator EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this **22<sup>nd</sup> day of May, 2008**, by and between the City of Pacific Grove, State of California, a municipal corporation, hereinafter called "City", and **Mark Walker**, hereinafter called "Employee", both of whom understand as follows:

### **RECITALS**

WHEREAS, City desires to retain the services of said Employee as Interim Museum Curator of the City of Pacific Grove, as provided for in the Pacific Grove Municipal Code; and

WHEREAS, it is the desire of the City, hereafter called "City", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City to (1) secure and retain the services of Employee, and to provide inducement for him to remain in such employment, (2) to make possible full work productivity and independence by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a means for terminating Employee's services at such time that City may desire to terminate his employment; and

WHEREAS, Employee desires to accept employment as Interim Museum Curator of the City of Pacific Grove;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

#### Section 1. Powers and Duties of the Interim Museum Curator

The City hereby agrees to continue to employ said Employee as Interim Museum Curator of the City of Pacific Grove to perform, under general supervision, assist the Museum Manager in coordination of museum operations, including collection of artifacts, specimens, and exhibit materials; exhibit development, and collection maintenance; performs other related duties as required.

#### Section 2. Term

- A. The Interim Museum Curator serves at the pleasure of the City Manager and nothing herein shall be taken to imply or suggest neither a guaranteed tenure, nor the existence whatsoever of any property rights in City employment. The Interim Museum Curator is considered an at-will employee and may be terminated at any time, with or without cause, with or without advance notice, and without right of appeal.

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- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 3, of this Agreement.
- C. The operative date of this agreement shall be **June 1, 2008** and this Agreement shall continue, unless terminated as provided herein, until **May 31, 2009**.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate services of the Employee at any time, with or without advance notice, with or without cause, and without right of appeal.

Section 3. Termination

In the event the Employee voluntarily resigns his position with the City, the Employee shall give the City one (1) month notice in advance, unless the parties otherwise agree.

Section 4. Salary and Benefits:

- A. City agrees to pay Employee for his services rendered pursuant hereto as Interim Museum Curator a salary of **\$25.00 per hour**. Such payments shall be payable in installments at the same time as other employees of the City are paid.
- B. The Employee may work no more than twenty (20) hours per month. City contributes to Medicare at the rate of 1.45% of the part-time employee's salary. Part-time employees are subject to withholding at the same rate. Employee contributes to the Public Agency Retirement Services Alternate Retirement System (PARS-ARS) at the rate of 7.5% of, in lieu of Social Security. No additional benefits are provided for part-time positions

Section 6. Expenses

Business Expenses. The City agrees to pay for City related business expenses incurred by the Employee in accordance with City policy.

Section 7. Conflict of Interest Prohibition.

It is further understood and agreed that because of the duties of the Interim Museum Curator within and on behalf of the City of Pacific Grove and its citizenry, the Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Pacific Grove, except for stock ownership in any company

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whose capital stock is publicly held and regularly traded, without prior approval of the City. For and during the term of this Agreement, Employee further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate or property improvements within the corporate limits of the City of Pacific Grove, without the prior consent of the City Manager.

Section 8. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall become effective upon adoption and approval by the City Council of the City of Pacific Grove.
- D. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- E. This Agreement may be varied, modified, or altered by the mutual consent of the parties. No alterations, amended modifications, or variations of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the City and Employee.
- F. This instrument contains the entire agreement of the parties. No representations were made or relied upon by either party, other than those expressly set forth.

IN WITNESS THEREOF, the City of Pacific Grove has caused this Agreement to be signed and executed in its behalf by its City Manager, and duly attested by its City Clerk, both in duplicate, the day and year first written above.

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CITY OF PACIFIC GROVE, a municipal  
Corporation of the State of California

By: \_\_\_\_\_  
James J. Colangelo

ATTEST: \_\_\_\_\_  
City Clerk

EMPLOYEE:

By: \_\_\_\_\_  
Mark Walker