



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: June 18, 2008
SUBJECT: **CONSIDER ADOPTION OF A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT WITH DENISE SALLEE TO SERVE AS A PART TIME LIBRARIAN II**
CEQA STATUS This action does not constitute a “Project” as defined b CEQA.

RECOMMENDATION:

Adopt the attached draft Resolution.

DISCUSSION:

Due to the City’s financial limitations, the Council directed staff to develop a budget for the Library that would limit the hours of operation to twenty hours per week. Upon adoption of the budget, the Council utilized a one-time donation to augment the library budget to avoid lay-offs until the outcome of the Sales Tax Measure was known and until contracting discussions with the City of Monterey were complete.

Based on this additional funding, we believe the Library can remain open for 31 hours per week (avoiding a reduction in hours from the current level) for the next fiscal year. Depending on the Council’s ultimate decisions on the allocation of the additional Sales Tax revenue, and on whether the City of Monterey can provide a higher level of service, the proposed hours of operation could be maintained beyond the 08/09 fiscal year, or possibly even enhanced.

Critical to our ability to operate for 31 hours, is to have adequate reference librarian service during the times we are open. We have recently learned that our current part-time staff is not available to work certain hours, and we need an additional part-time Librarian II position to ensure adequate coverage of the reference desk. Until we are more certain as to the long-range funding of the Library, and whether a partnership with the City of Monterey would offer greater efficiencies, staff believes that a part-time position is appropriate.

The attached employment agreement would retain a Librarian II on a part-time basis to ensure adequate coverage of the reference desk.

The recommended candidate has a Master of Library Science degree and currently works part-time for both the Cities of Carmel and Monterey in their libraries. The recommended agreement would entail Ms. Sallee working no more than 20 hours per week at a rate of \$23.78 per hour.

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

Approval of this agreement application does not constitute a “Project” as that term is defined under the California Environmental Quality Act (CEQA), CEQA Guideline section 15378.

FISCAL IMPACT:

Sufficient funds have been budgeted within the Library Department to fund this position.

ATTACHMENTS:

1. Draft Resolution approving an employment agreement
2. Employment Agreement

RESPECTFULLY SUBMITTED:

James J. Colangelo

Digitally signed: I have reviewed this document

James J. Colangelo
CITY MANAGER

RESOLUTION NO. 08-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE
APPROVING EMPLOYMENT AGREEMENT
BETWEEN THE CITY AND DENISE SALLEE**

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

SECTION 1: This certain agreement entitled “Denise Sallee Employment Agreement,” dated June 18, 2008, between the City of Pacific Grove and Denise Sallee, is approved and the City Manager is authorized and directed to sign them for and on behalf of the City.

SECTION 2. If any provision, section, paragraph, sentence, clause or phrase of this resolution, or any part thereof, or the application thereof to any person or circumstance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this resolution, or any part thereof, or its application to other persons or circumstances. The City Council hereby declares that it would have passed and adopted each provision, section, paragraph, subparagraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, paragraphs, subparagraphs, sentences, clauses or phrases, or the application thereof to any person or circumstance, be declared invalid or unconstitutional.

SECTION 3. This resolution shall become effective immediately following passage and adoption hereof.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE this 18th day of June 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

**DENISE SALLEE
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this **18th day of June, 2008**, by and between the City of Pacific Grove, State of California, a municipal corporation, hereinafter called "City", and **Denise Sallee**, hereinafter called "Employee", both of whom understand as follows:

RECITALS

WHEREAS, City desires to retain the services of said Employee as a part-time Librarian II for 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 her 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 a part-time Librarian II for 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 part-time Librarian II

The City hereby agrees to continue to employ said Employee as a part-time Librarian II for the City of Pacific Grove to perform the duties described in the attached job description.

Section 2. Term

- A. The Employee 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 Employee 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.

Denise Sallee EMPLOYMENT AGREEMENT
June 2008
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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 18, 2008** and this Agreement shall continue, unless terminated as provided herein, until **Jun 17, 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 **\$23.78 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 week. 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 Employee 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

Denise Sallee EMPLOYMENT AGREEMENT
June 2008
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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.

Denise Sallee EMPLOYMENT AGREEMENT
June 2008
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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: _____
Denise Sallee

DENISE SALLEE EMPLOYMENT AGREEMENT

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RECITALS

WHEREAS, City desires to retain the services of said Employee as a part-time Librarian II for 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 her 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 her employment; and

WHEREAS, Employee desires to accept employment as a part-time Librarian II for the City of Pacific Grove;

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The City hereby agrees to continue to employ said Employee as a part-time Librarian II for the City of Pacific Grove to perform the duties described in the attached job description.

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- A. The Employee 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 Employee 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.

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her 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 18, 2008** and this Agreement shall continue, unless terminated as provided herein, until **Jun 17, 2009**.
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Section 4. Salary and Benefits:

- A. City agrees to pay Employee for her services rendered pursuant hereto as a Librarian II at a salary of **\$23.78 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 week. 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

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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 her 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.

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- 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.

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

By: _____
James J. Colangelo

ATTEST: _____
City Clerk

EMPLOYEE:

By: _____
Denise Sallee