

**INTERIM CITY MANAGER AGREEMENT
BETWEEN THE CITY OF MONTEREY PARK
AND INEZ ALVAREZ**

THIS AGREEMENT is entered into this 8th day of July, 2023 by and between the CITY OF MONTEREY PARK, a general law city and municipal corporation (“CITY”) and INEZ ALVAREZ, an individual (“EMPLOYEE”).

1. **APPOINTMENT OF INTERIM CITY MANAGER.** INEZ ALVAREZ is appointed as CITY’s Interim City Manager. EMPLOYEE will serve at the pleasure of the City Council and may be replaced at any time, with or without cause, without amending this Agreement.

2. **SCOPE OF SERVICES.** EMPLOYEE will perform the services needed to serve CITY which will include, without limitation, the following:

- A. EMPLOYEE will attend all regular and special meetings of the City Council unless excused by the Mayor; and
- B. Perform the functions and duties specified by statute and relevant CITY ordinances and resolutions for a City Manager, and to perform such other legally permissible and proper duties and functions as the City Council may from time-to-time assign.

3. **TERM.** The term of this Agreement will be for six months from the effective date unless otherwise extended by written amendment by the parties, terminated in accordance with this Agreement, or automatically terminated upon CITY employing a permanent City Manager. After the first six months, the Agreement will automatically renew for successive one-month terms unless terminated by either Party or if automatically terminated by CITY employing a permanent City Manager.

4. **COMPENSATION.** EMPLOYEE will be compensated for providing the services contemplated by this Agreement as follows:

- A. *Basic Compensation.* CITY will pay EMPLOYEE an annual salary of \$230,766. This represents a 5% increase over EMPLOYEE’s annual salary as the Assistant City Manager. Upon termination of this Agreement, EMPLOYEE’s compensation will revert to her pay scale as Assistant City Manager as of July 7, 2023.
- B. *Cost and Expense Reimbursement.* In addition to the foregoing compensation, CITY will reimburse EMPLOYEE for actual and necessary ordinary out-of-pocket expenses reasonably incurred by EMPLOYEE in performance of the service provided by EMPLOYEE to CITY pursuant to this Agreement.

5. FRINGE BENEFITS.

- A. *Executive Leadership Team.* This Agreement is for interim services; EMPLOYEE maintains the ability to be reinstated as the Assistant City Manager. Consequently, she is subject to Resolution No. 2023-R55, adopted July 5, 2023, which is incorporated by reference.

6. REINSTATEMENT RIGHTS TO ASSISTANT CITY MANAGER.

- A. EMPLOYEE currently holds the position of Assistant City Manager. As an additional incentive to EMPLOYEE to accept the position of Interim City Manager, CITY agrees to keep the Assistant City Manager position available during the Term of this Agreement. Should EMPLOYEE'S service as Interim City Manager be terminated, EMPLOYEE may (at her discretion) resume her duties as the Assistant City Manager ("Reinstatement Right") with all the rights and protections of that position. To exercise this Reinstatement Right, EMPLOYEE must:
 - i. Be serving as Interim City Manager during the Term of this Agreement; and
 - ii. Provide the Mayor written notice within 10 days of her termination as Interim City Manager of EMPLOYEE'S desire to resume service as the Assistant City Manager.
- B. Failure to comply with the requirements of this Section will render EMPLOYEE actually separated from CITY'S service.

7. CONFLICTS OF INTEREST. EMPLOYEE represents that neither EMPLOYEE nor any of the attorneys or other persons employed by EMPLOYEE have any material financial interest, direct or indirect, in any contract or decision made by or on behalf of CITY that may be affected by the services to be provided to CITY pursuant to this Agreement, other than a financial interest that is similar, in all material respects, to the interests of the general public. EMPLOYEE agrees that it will comply with CITY'S conflict of interest code as adopted by City Council resolution.

8. TERMINATION OF SERVICES.

- A. CITY may terminate this Agreement with or without cause at any time by serving EMPLOYEE with notification of such termination by mail, by fax, or by CITY'S Representative'S oral notice of termination followed by written confirmation of same served on EMPLOYEE by mail.
- B. EMPLOYEE may terminate this Agreement with or without cause upon 15 days written notice to CITY.

- C. CITY will compensate EMPLOYEE for services and reimburse it for costs rendered through and including the effective date of any termination.

9. INDEMNIFICATION.

- A. CITY will indemnify and defend EMPLOYEE from any and all claims, demands, actions, losses, or charges arising out of, related to, or as a consequence of EMPLOYEE performing her duties as Interim City Manager. Further, CITY will pay all expenses, costs and attorney's fees arising out of or related to the same.
- B. The Parties agree that this Section will survive the termination of this Agreement. CITY's obligations under this Section apply whether EMPLOYEE is or is not retained by the CITY at the time any such claim, demand, action, loss or charge is made or occurs, as the case may be so long as the action giving rise to the claim occurred during the time EMPLOYEE was retained by CITY.

10. INTERIM CITY MANAGER DUTIES AND ETHICS CODE. The City Council will not intervene with the execution of the Interim City Manager's powers and duties as provided by the Monterey Park Municipal Code or other applicable law. EMPLOYEE is expected to conform to the ICMA Code of Ethics.

11. PERFORMANCE EVALUATION. The City Council may evaluate EMPLOYEE at any time. Such evaluations will become a part of EMPLOYEE's personnel file. For any such evaluation, EMPLOYEE or the City Council may require that CITY contract with a third-party consultant to interview individual City Councilmembers regarding EMPLOYEE's performance and prepare a report for the entire City Council to use in evaluating EMPLOYEE's performance.

12. ASSEMBLY BILL 1344 (GOVERNMENT CODE § 53243, ET SEQ.) COMPLIANCE. To the extent CITY provides: (i) paid leave to EMPLOYEE pending an investigation; (ii) funds for the legal criminal defense of the EMPLOYEE; and/or (iii) a cash settlement to EMPLOYEE related to the termination of the EMPLOYEE, pursuant to this AGREEMENT and Government Code § 53243, *et seq.*, EMPLOYEE must fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) in the event that the EMPLOYEE is convicted of a crime involving the abuse of his office or position.

13. WAIVER OF BREACH. No waiver of the breach of any of the covenants, agreements, provisions, or conditions of this Agreement by either party will be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, provisions or conditions of this Agreement. No delay or omission of CITY or EMPLOYEE in exercising any right, power, or remedy herein provided in the event of default will be construed as a waiver thereof, or acquiescence therein.

14. **ENTIRE CONTRACT.** This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by CITY and EMPLOYEE.

15. **PARTIAL INVALIDITY.** Partial invalidity of this Agreement will not affect the remainder.

16. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

17. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

18. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

19. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

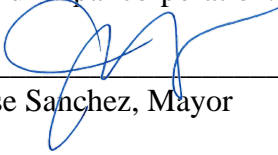
20. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

21. **ACCEPTANCE OF ELECTRONIC SIGNATURES.** The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

22. **EFFECTIVE DATE.** This Agreement is effective on July 8, 2023.

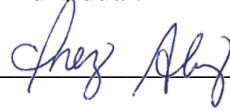
IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF MONTEREY PARK,
a municipal corporation.



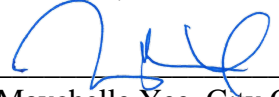
Jose Sanchez, Mayor

INEZ ALVAREZ
an individual.



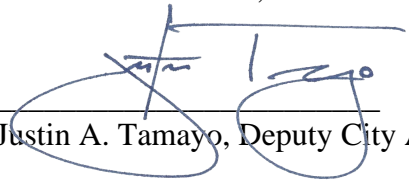
Inez Alvarez

ATTEST:



Maychelle Yee, City Clerk

APPROVED AS TO FORM:
KARL H. BERGER, CITY ATTORNEY



Justin A. Tamayo, Deputy City Attorney