



# council agenda

CITY OF SAN LUIS OBISPO  
CITY HALL, 990 PALM STREET

**Tuesday, March 16, 2004**

## ADDENDUM

### CONSENT ITEM ADDED:

7:00 P.M.

REGULAR MEETING

Council Chamber  
990 Palm Street

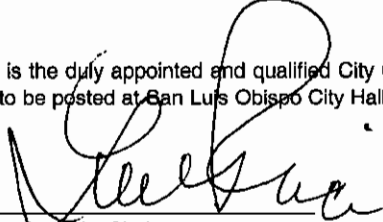
### C9. CONTRACT WITH NEW PROMOTIONS COORDINATOR. (CASH)

RECOMMENDATION: Adopt a resolution approving the contract of employment between the City of San Luis Obispo and the Downtown Association Promotions Coordinator.

STATE OF CALIFORNIA )  
COUNTY OF SAN LUIS OBISPO ) ss.  
CITY OF SAN LUIS OBISPO )

### AFFIDAVIT OF POSTING

I, Lee Price, being first duly sworn, deposes and says: That she is the duly appointed and qualified City Clerk of the City of San Luis Obispo and that on March 12, 2004 she caused the above Notice to be posted at San Luis Obispo City Hall, San Luis Obispo, California.

  
\_\_\_\_\_  
Lee Price, City Clerk  
San Luis Obispo, California



# COUNCIL agenda report

Meeting Date	16 Mar 04
Item Number	C9

CITY OF SAN LUIS OBISPO

FROM: *DC* Deborah Cash, Administrator

VIA: Jill Sylvain, Human Resources Analyst

**SUBJECT: EMPLOYMENT CONTRACT FOR DOWNTOWN ASSOCIATION  
PROMOTIONS COORDINATOR**

## **CAO RECOMMENDATION**

Adopt a resolution approving the contract of employment between the City of San Luis Obispo and the Downtown Association Promotions Coordinator.

## **DISCUSSION**

The Downtown Association accepted the resignation of Promotions Coordinator Maryann Stansfield who resigned on March 8 with 15-day notice effectively ending her contract under terms so stipulated. On March 9, former employee and intern Kristin Ansari was interviewed for the vacant position by a panel of two Board of Directors' members, Correne Weaver and Frank Merson, along with Administrator Deborah Cash. Ms. Ansari has over a year's experience with the Downtown Association as Promotions Assistant and is a graduate of Cal Poly with a degree in Recreation Administration. Ms. Ansari was offered the position and has accepted. Her employment begins effective the date of this resolution.

## **CONCURRENCES**

The Department of Human Resources has reviewed this request and finds that the contract is consistent with City policies.

## **FISCAL IMPACT**

Approval of this request represents an increase in the Downtown Association expenditures of approximately \$1,250.00. This is primarily due to an overlap of the two positions and payout of the former Promotions Coordinator's accrued vacation fund. Funding is available in the Downtown Association budget.

## **ATTACHMENTS**

1. Resolution with exhibits (Employment Contracts)

C9-1

RESOLUTION NO. XXXX (2004 SERIES)

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN LUIS OBISPO  
APPROVING THE EMPLOYMENT CONTRACT OF  
KRISTIN ANSARI, PROMOTIONS COORDINATOR,  
FOR THE PERIOD MARCH 17, 2004 THROUGH JUNE 30, 2004

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo as follows:

SECTION 1. That the contract of employment between the City of San Luis Obispo and Kristin Ansari as Promotions Coordinator for the period of March 17, 2004 through June 30, 2004, attached hereto as Exhibit "A" and by this reference made a part hereof, has been reviewed and is approved and the Mayor is authorized to execute same.

On motion of Council Member ----- seconded by Council Member ----- , and on the following roll call vote:

- AYES: Council Members
- NOES:
- ABSENT:

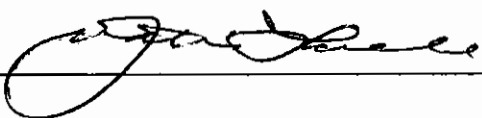
The foregoing Resolution was passed and adopted this \*\*\* day of March 2004.

\_\_\_\_\_  
Mayor Dave Romero

ATTEST:

\_\_\_\_\_  
Lee Price, C.M.C.  
City Clerk

APPROVED AS TO FORM AND CONTENT:

  
\_\_\_\_\_  
Jonathan P. Lowell, City Attorney

CONTRACT OF EMPLOYMENT

“Exhibit A”

THIS CONTRACT is entered into this 17th day of March, 2004, by and between the CITY OF SAN LUIS OBISPO, State of California (hereinafter referred to as "City"), and KRISTIN ANSARI, a contract employee (hereinafter referred to as "Employee").

WITNESSETH:

WHEREAS, the City of San Luis Obispo has a need for a Downtown Association (DA) Promotions Coordinator (PC); and

WHEREAS, Employee is qualified to perform such service for City; and

WHEREAS, the services to be contracted for are DA PC.

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment. City hereby engages Employee and Employee hereby agrees to perform for City the services hereinafter set forth for the compensation hereinafter set forth, all pursuant to the terms and conditions herein.

2. Scope of Services. Pursuant to this Contract, Employee shall provide to City the following services: PC for the DA; specific duties and responsibilities to be established and modified from time to time by the DA Board. Employee shall perform said services under the direct supervision of DA Administrator.

3. Employment Status. Employee shall be a full-time employee. Membership in the City PERS retirement program shall be in accordance with PERS requirements with 6 % of Employee's share to be paid by Employee and 2% of the Employee's share paid by the Downtown Association. Employee shall receive 13 days of holiday and accrue sick leave at a rate of 8 hours per month. Employee shall accrue 8 hours of vacation per month over the term of this Agreement which shall be taken in a manner consistent with other City employees. The only other paid benefit is medical

coverage not to exceed \$2,000.00 annually. Employee shall be eligible for reimbursement for mileage at the current reimbursable rate for City of San Luis Obispo employees for use of her private automobile for official business but not including any mileage attributable to normal commuting by Employee to and from her office.

Employee understands and agrees that her term of employment is governed only by this Contract; that no right of tenure is created hereby, and that she does not hold a position in any department or office of the City.

4. Warranty of Employee. Employee warrants that she is properly certified and licensed under the laws and regulations of the State of California to provide the services herein agreed to.

5. Compensation. City shall pay to Employee as compensation in full for all services performed by Employee pursuant to the Contract, the sum of \$2,708 per month (\$32,500.00 per year). Said compensation to be paid in accordance with normal City procedures.

6. Term of Contract. This Contract shall commence on March 17, 2004 through June 30, 2004, unless terminated earlier as provided herein. The City Administrative Officer may terminate the contract without the need for action, approval or ratification by the City Council.

7. Termination of Contract for Convenience. Either party may terminate this Contract at any time by giving to the other party fifteen (15) days written notice of such termination, specifying the effective date of such termination. Employee shall be paid for all work satisfactorily completed prior to the effective date of such termination.

Employee agrees that the notice provisions of this paragraph shall limit the liability of the City in the event that a termination action taken by City pursuant to paragraph 8 is subsequently found to be improper.

8. Termination of Contract for Cause. If Employee fails to perform her duties to the satisfaction of the City, or if employee fails to fulfill in a timely and professional manner the obligations under this Contract, or if Employee shall violate any of the terms of provisions of this Contract, or if Employee has a physical or mental incapacity that precludes Employee from performing the duties, or if Employee fails to exercise good behavior in either during or outside of working hours which is of such a nature that it causes discredit to the City or impairs her ability to perform these contract duties, then the City shall have the right to terminate this Contract effective immediately upon the City's giving written notice thereof to Employee. Employee shall be paid for all work satisfactorily completed prior to the effective date of such termination.

9. Entire Agreement and Modification. This Contract constitutes the entire understanding of the parties hereto. This Contract supersedes all previous contracts, agreements, negotiations or understandings, whether written or oral, between the parties. Employee shall be entitled to no other benefits than those specified herein, and Employee acknowledges that no representations, inducements or promises not contained in this Contract have been made to Employee to induce Employee to enter into this Contract. No changes, amendments, or alterations hereto shall be effective unless in writing and signed by both parties. Employee specifically acknowledges that in entering into and executing this Contract, Employee relies solely upon the provisions contained in this Contract and no others.

10. Non-Assignment of Contract. This Contract is intended to secure the individual services of the Employee and thus Employee shall not assign, transfer, delegate, or sublet this Contract or any interest therein without the prior written consent of City, and any such assignment, transfer, delegation, or sublet this Contract or any interest therein without the prior written consent of City, and any such assignment, transfer, delegation, or sublet without the City's prior written

consent shall be considered null and void.

11. Covenant. This Contract has been executed and delivered in the State of California, and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the City of San Luis Obispo, and such City shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of the Contract.

12. Nondiscrimination. There shall be no discrimination against any person employed pursuant to this contract in any manner forbidden by law.

13. Conflicts of Interest. The employee shall not participate in any decision related to this Contract which affects her personal interest or the interest of any corporation, partnership, or association in which she is directly or indirectly interested.

14. Copyright. Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the City and shall not be subject to an application for copyright by or on behalf of Employee, without the prior written approval of the City.

15. Outside Employment, Conduct and Behavior.

a. Employee may engage in outside activities such as part-time teaching, consulting, or in other similar activities unrelated to City business only with the express prior approval of the City Administrative Officer.

b. Employee shall comply with all local and state requirements regarding conflicts-of-interest and shall avoid personal involvement in situations which are inconsistent or incompatible with the position of DA PC or give rise to the appearance of impropriety.

16. Enforceability. If any terms, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

provisions herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

IN WITNESS WHEREOF, City and Employee have executed this Contract on the day and year first hereinabove set forth.

CITY OF SAN LUIS OBISPO

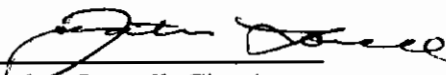
BY: \_\_\_\_\_  
MAYOR

EMPLOYEE: \_\_\_\_\_  
Kristin Ansari

ATTEST:

\_\_\_\_\_  
Lee Price, City Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
Jonathan Lowell, City Attorney