



CITY OF COLTON
City Hall
650 N. La Cadena Drive
Colton, CA 92324
Website: www.coltonca.gov

Mayor Richard A. DeLaRosa
Council Members:
David J. Toro – District 1
Summer Zamora Jorin – District 2
Frank Navarro – District 3
Dr. Luis S. González – District 4
Deirdre H. Bennett – District 5
Isaac T. Suchil – District 6

City Treasurer Aurelio De La Torre

City Manager William R. Smith
City Attorney Carlos Campos
City Clerk Carolina R. Padilla

AGENDA

**REGULAR ADJOURNED MEETING
OF THE CITY COUNCIL/ SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE CITY OF
COLTON / COLTON UTILITY AUTHORITY/COLTON PUBLIC FINANCING AUTHORITY/ COLTON HOUSING
AUTHORITY**

WEDNESDAY, NOVEMBER 23, 2016 – 5:30 P.M.

**Council Chambers
650 N. La Cadena Drive, Colton, California**

**MEETING CALLED TO ORDER
ROLL CALL**

PUBLIC COMMENT

Limit 5 Minutes

This is the portion of the meeting specifically set aside to invite your comments regarding Consent Calendar items and any matters within the jurisdiction of the City Council; however, any matter that requires action will be referred to staff for investigation and report at a subsequent Council meeting. The Council is prohibited by law from discussing or taking immediate action on items during this public comment period.

Persons desiring to submit paperwork to the City Council Members shall provide copy of any paperwork to the City Clerk for the Official Record.

Speakers will be limited to 5 minutes; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

Said Regular Adjourned Meeting shall be for the purpose of studying and/or taking action on the following matters:

CONSENT CALENDAR

- (1) **Second Reading of Ordinance No. O-25-16** - Waive full reading and pass second reading of Ordinance No. O-25-16, amending the title of Section 2.04.040 of Chapter 2.04 of the Colton Municipal Code relating to the Executive Assistant to the Council/Office Manager and Section 2.04.040 itself, **ORDINANCE NO. O-25-16 [City Attorney: C. Campos]**

BUSINESS ITEMS

- (2) Employment Agreement for the Executive Administrator to the Mayor and Council – Approve the employment agreement between the City of Colton and the Executive Administrator to the Mayor and Council. [City Attorney: C. Campos]

MOTION _____ SECOND _____

ADJOURNMENT

POSTING STATEMENT:

I, Sabdi Sanchez, Chief Deputy City Clerk or my designee, hereby certify that a true and correct, accurate copy of the foregoing agenda was posted Wednesday, November 16, 2016, at least twenty-four (24) hours prior to the meeting per Government Code 54954.2, at the following locations:

City of Colton City Hall 650 N. La Cadena Drive
City of Colton Website, www.coltonca.gov

PROCEDURES FOR ADDRESSING CITY COUNCIL

For the Official Record, it is requested that you obtain a card from the City Clerk and complete it by noting a specific item number on the Agenda, if applicable, or you can identify the subject that you wish to address under the Public Comment portion of the Agenda. The City Council encourages public input on all City issues within the Rules of Decorum. Speakers will be limited to the time periods provided on the Agenda; provided, however, that the presiding officer shall have certain discretion to extend or limit time as provided for in the City Council Manual of Procedure.

RULES OF DECORUM

To help conduct the business of the City Council in an orderly fashion, the City Council has adopted rules pertaining to decorum and order, as provided for in the City Council Manual of Procedure. The City Council will strictly enforce these rules in order to allow full expression of ideas and opinions by councilmembers, staff and the public. Generally, the City's rules of decorum prohibit comments or actions which willfully disrupt the meeting. All remarks and questions shall be addressed to the Council as a whole and not to any particular member. No individual Councilmember or member of the City staff shall be questioned without first obtaining permission from the Presiding Officer. The City Council asks that all persons - including councilmembers, staff and the public - act and speak respectfully.

NOTICE TO PUBLIC

Staff reports or other written documentation relating to each item referred to, on the Agenda, are available for public inspection at the following locations: Office of the City Clerk, 650 N. La Cadena Drive, Colton, CA; City of Colton Public Library, 656 9th St., Colton, CA; or the City of Colton Internet Website, www.coltonca.gov. Any person having questions concerning any item on the Agenda may call the City Clerk at 370-5191 to make inquiry concerning the nature of the item described on the Agenda. The City Clerk shall direct inquiries to the appropriate office.

All matters listed under the Consent Calendar are considered by the City Council to be routine and will all be enacted by one motion. There will be no separate discussion of these items prior to the time the City Council votes on the motion, unless councilmembers, staff or the public request that specific items be discussed and/or removed for separate discussions or action.

In compliance with the American with Disabilities Act, if you need special assistance to participate in a City Meeting, please contact the City Clerk's Office at 909-370-5001. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

LEGAL CHALLENGES

If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting.

MANUAL OF PROCEDURE

The City Council adopted its Manual of Procedure pursuant to Resolution No. R-150-07; Amended by Minute Action on December 2, 2014 and adopted by Resolution No. R-03-15 on January 20, 2015. Copies are available in the Office of the City Clerk.

ORDINANCE NO. O-25-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLTON AMENDING THE TITLE OF SECTION 2.04.040 OF CHAPTER 2.04 OF THE COLTON MUNICIPAL CODE RELATING TO THE EXECUTIVE ASSISTANT TO THE COUNCIL/OFFICE MANAGER AND SECTION 2.04.040 ITSELF

WHEREAS, the City Council retitled and reclassified the position of Executive Assistant to the Council/Office Manager to Executive Administrator to the Mayor and Council in 2014; and

WHEREAS, the current Executive Administrator to the Council/Office Manager has performed services above and beyond the normal duties of her position; and

WHEREAS, it is likely that the current Executive Administrator to the Council/Office Manager will continue to perform such additional services; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLTON:

SECTION 1. Amendment. Section 2.04.040 of Chapter 2.04 of the Municipal Code is hereby amended to read as follows:

“Section 2.04.040 – Executive Administrator to the Mayor and Council.”

The City Council shall have the authority to appoint, supervise and remove the Executive Administrator to the Mayor and Council, who shall serve at the will and pleasure of the City Council in accordance with the Compensation and Benefits Resolution for Non-Represented Confidential Group Employees of the City of Colton, but who shall be a member of the civil service system as provided for in Chapter 2.48 of the Colton Municipal Code. Actions of the City Council taken pursuant to this section shall be by at least a majority vote (at least four) of the entire membership of the City Council; provided, however, that any termination decision shall be by at least a super majority vote (at least five) of the entire membership of the City Council. The employee shall take direction from the Mayor and each Council Member individually. If a title change is implemented for the position of Executive Administrator to the Mayor and Council, the provisions of this section shall apply to such position even before an amendment to this section may be adopted. The City Council may also enter into an employment contract with the Executive Administrator to the Mayor and Council, and the terms of said employment contract shall take precedence over any differing or conflicting provisions of the Compensation and Benefits Resolution for Non-Represented Confidential Group Employees of the City of Colton.”

SECTION 2: Severability. If any provision or clause of this Ordinance or any application of it to any person, firm, organization, partnership or corporation is held invalid,

1 such invalidity shall not affect other provisions of this Ordinance which can be given effect
2 without the invalid provision or application. To this end, the provisions of this Ordinance are
3 declared to be severable.

4 **SECTION 3.** Effective Date. This Ordinance shall become effective thirty (30) days
5 after its adoption.

6 **SECTION 4.** Certification. The City Clerk shall certify to the adoption of this
7 Ordinance and cause it, or a summary of it, to be published once in a newspaper of general
8 circulation printed and published within the City of Colton.

9 **PASSED, APPROVED AND ADOPTED** this ____ day of _____, 2016.

10 _____
11 Richard A. DeLaRosa, Mayor

12 ATTEST:

13
14 _____
15 Carolina R. Padilla, City Clerk



STAFF REPORT

ITEM NO. 2

DATE: NOVEMBER 23, 2016
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: CARLOS CAMPOS, CITY ATTORNEY
SUBJECT: EMPLOYMENT AGREEMENT FOR THE EXECUTIVE ADMINISTRATOR TO THE MAYOR AND COUNCIL

RECOMMENDED ACTION

It is recommended that the City Council approve the employment agreement between the City of Colton and the Executive Administrator to the Mayor and Council.

BACKGROUND

The Executive Administrator to the Mayor and Council may sometimes be called to perform duties above and beyond normal duties of the position. In order to provide for such duties and any corresponding compensation and/or benefits, it is necessary for the City to enter into a separate employment agreement with the Executive Administrator to the Mayor and Council. The terms of such agreement will take precedence over any differing or conflicting provisions of the Compensation and Benefits Resolution for Non-Represented Confidential Group Employees of the City of Colton.

At present, the City lacks the ability to compensate the Executive Administrator to the Mayor and Council for duties performed that are above and beyond the normal duties of the position. City staff recommends that the City adopt the proposed employment agreement in order to remedy this issue of not compensating the Executive Administrator to the Mayor and Council for such additional duties performed.

ISSUES/ANALYSIS

The proposed employment agreement is between the City and the Executive Administrator to the Mayor and Council. If adopted, the employment agreement would do the following:

- Provide compensation to the Executive Administrator to the Mayor and Council for duties performed that are above and beyond the normal duties of the position; and
- Take precedence over any differing or conflicting provisions of the Compensation and Benefits Resolution for Non-Represented Confidential Group Employees of the City of Colton.
- Be effective on December 23, 2016 and terminate on December 31, 2017; in order to allow the proposed ordinance amending section 2.04.040 to become effective.

FISCAL IMPACTS

The employment agreement provides for supplemental compensation in the amount of \$17,100 for duties performed that are above and beyond the normal duties of Executive Administrator to the Mayor and Council.

ALTERNATIVES

None.

ATTACHMENT

1. Employment Agreement for the Executive Administrator to the Mayor and Council

CITY OF COLTON
EMPLOYMENT AGREEMENT
FOR
EXECUTIVE ADMINISTRATOR TO THE MAYOR AND COUNCIL
(ADELFA FLORES)

1. PARTIES AND DATE.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into this 23rd day of December, 2016 by and between the CITY OF COLTON, a municipal corporation (hereinafter referred to as "City") and Adelfa Flores (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for Executive Administrator to the Mayor and Council. City and Employee are sometimes individually referred to herein as "Party" and collectively as "Parties" throughout this Agreement.

2. RECITALS.

2.1 Executive Administrator to the Mayor and Council.

Employee has been employed as the Executive Administrator to the Mayor and Council for the City of Colton. City desires to continue to employ the services of Employee as Executive Administrator to the Mayor and Council for the City of Colton, and Employee desires to accept the continued employment in said position. In addition, Employee has performed services above and beyond the duties of her position of Executive Administrator to the Mayor and Council, and will likely continue performing such services. This agreement is designed to set forth the terms of Employee's employment and to compensate her for any such additional services.

2.2 Terms of Employment.

It is the desire of the Parties through this Agreement to provide for certain benefits, establish conditions of employment, and to set working conditions for Employee.

3. TERMS.

3.1 Employment.

Pursuant to City of Colton Municipal Code section 2.04.040, the City hereby agrees to continue to employ Employee as the Executive Administrator to the Mayor and Council and Employee agrees and does accept such continued employment, upon the terms and conditions set forth herein.

3.2 Duties.

3.2.1 Designated Duties. Employee hereby agrees to perform the functions and duties of Executive Administrator to the Mayor and Council. Employee shall also perform other legally permissible and proper duties and functions as the City Council shall from time to time assign. Employee further agrees to perform all such functions and duties to the best of her ability and in an efficient and competent manner.

3.2.2 Control and Supervision. Employee shall serve at the will and pleasure of the City Council, and will be under the City Council's day-to-day supervision and direction.

3.2.3 City Council Meetings. Employee shall attend all City Council meetings, unless excused or directed otherwise.

3.2.4 Moonlighting. Employee will focus her professional time, ability, and attention on City business during the term of this Agreement. To the extent consistent with applicable law, Employee shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the City Council, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement or create conflicts of interest.

3.2.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee. Such materials shall not, without the prior written consent of the City Council, be used by Employee for any purposes other than the performance of her duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3.3 Term.

Subject to the termination provisions in Section 3.4, the Term of this Agreement shall commence on December 23, 2016 and shall terminate on December 31, 2017. Upon termination of this Agreement, Employee intends to voluntarily resign from her position as Executive Administrator to the Mayor and Council with the City. Employee's voluntary resignation will be effective simultaneously with the termination of this Agreement on December 31, 2017.

3.4 Termination; Severance Payment.

3.4.1 Termination. The Parties hereby expressly agree that the employment relationship created by this Agreement is "at-will" and that Employee serves at the will and pleasure of the City Council. Nothing in this Agreement, any statute, ordinance, or rule shall prevent, limit or otherwise interfere with the right of the City Council, by super majority vote of five (5) members, to terminate, without cause or right of appeal or grievance, except for those rights expressly set forth in this Section 3.4, the services of the Employee at any time during the Term of this Agreement. Accordingly, Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of her employment.

3.4.2 Accrued and Unused Vacation Leave. Notwithstanding anything to the contrary stated herein, if Employee is terminated either with or without cause, Employee shall be entitled to be compensated for her accrued and unused vacation leave through the effective date of termination.

3.4.3 Automatic Termination. This Agreement, and Employee's employment, shall automatically terminate and Employee shall not be entitled to any Severance Payment upon the happening of any of the following events:

- (1) Upon mutual agreement in writing by both Parties to terminate this Agreement.
- (2) Upon thirty (30) days' notice of resignation given to City by Employee.
- (3) Upon the death of Employee.
- (4) When Employee has been unable to perform all or substantially all of the essential functions of her position, with or without reasonable accommodation, due to illness or other disability for a period of three (3) months.
- (5) Upon the natural expiration of the Term of the Agreement.

3.4.4 Termination Without Cause; Severance Payment. This Agreement, and Employee's employment, may be terminated without prior notice at any time, with or without cause, by the City Council, by super majority vote of five (5) members of the Council. In the event Employee is terminated, other than under an Automatic Termination instance as provided for in

Section 3.4.3 above or a Termination for Cause pursuant to Section 3.4.5 below, and at such time as Employee is willing and able to perform her duties under this Agreement, Employee shall be entitled to, in compliance with Government Code sections 3511.2 and 53260, a severance payment of three (3) months of base salary ("Severance Payment"). In no event shall the amount of severance exceed the value of three (3) months' base salary or the value of base salary remaining to be paid on the unexpired Term of this Agreement, whichever is less. The Severance Payment shall be Employee's sole remedy for a termination without cause.

3.4.5 Termination for Cause; Procedure. Except as provided for in Subsection (7) below, in the event Employee is terminated for cause, City shall have no obligation to pay the Severance Payment described in Section 3.4.4 above.

(1) Upon termination for cause, the City shall deliver to Employee a written specification of the charges or other reasons upon which "cause" is alleged.

(2) Employee shall then have five (5) business days to challenge such termination for cause by delivery of a written response to such specifications. Within such five (5) day period, Employee may also demand a hearing upon the specifications. Failure to submit a written response or demand a hearing within the five (5) business day period shall constitute a waiver of such right, and the City Council's determination shall be final.

(3) If a written response is submitted but no hearing is demanded, the City Council shall review its decision, in closed session in accordance with Government Code section 54057, based upon Employee's written response. However, any determination by the City Council, by super majority vote of five (5) Council members, after reviewing such written response, shall be final and without right of appeal.

(4) If a hearing is demanded, such hearing shall be held before an independent hearing officer to be mutually agreed upon by the Parties, or if no agreement can be reached, the hearing officer shall be selected from a list provided by the State Mediation and Conciliation Service (SMCS). The mutual selection of a hearing officer shall be accomplished within ten (10) calendar days following notice of Employee's request for a hearing. If the Parties cannot mutually agree on a hearing officer within the requisite time period, then the Parties shall request a list of five (5) hearing officers from SMCS. The Parties shall then take turns eliminating names from the list until one remains. The remaining name shall then be the selected hearing officer. The fees of the hearing officer shall be advanced, in full, by the City. The decision of the hearing officer shall be binding and without right of appeal.

(5) The issues to be determined in the hearing shall be whether the specification(s) alleged constitute "cause" pursuant to this Agreement and whether the specification(s) are supported by a preponderance of the evidence.

(6) The Parties acknowledge that a requested hearing for cause shall be held at the earliest possible date, and to that extent, they shall cooperate in selecting a date for the hearing which shall be no later than sixty (60) days following the City's notice of termination for cause.

(7) In the event the hearing officer concludes in favor of Employee that no cause exists, Employee shall be entitled only to the appropriate amount of Severance Payment and benefits as she would have received if terminated without cause pursuant to Section 3.4.4 above. Employee shall not have any reinstatement rights.

3.4.6 Notice for Resignation. In the event Employee voluntarily resigns her position with City, Employee shall give City thirty (30) days' notice in advance, unless the Parties otherwise agree. Upon voluntary resignation, Employee shall be entitled only to those accrued and unused leave benefits specifically authorized to be cashed-out pursuant to the Confidential Group Resolution, but not to the Severance Payment described in Section 3.4.4 above.

3.4.7 Statutory Obligations; Abuse of Office or Position. Pursuant to Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if Employee is convicted of a crime involving an abuse of her office or position, all of the following shall apply: (1) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse such amounts paid; (2) if the City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Employee shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City or void if not yet paid to Employee. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code.

3.5 Base Salary.

3.5.1 Annual Base Salary. City shall compensate Employee at an annual base salary equal to eighty-seven thousand eight hundred and sixty-six and forty cents (\$87,866.40) per year, effective January 10, 2017. The base salary shall be payable bi-weekly at the same time as other employees of City are paid. The base salary shall be modified by any amount approved by the City Council in the Confidential Group Resolution, as described in Section 3.7.1 below. The salary may also be adjusted from time-to-time by the City Council, by majority vote, following a performance evaluation. Any reduction in salary shall be limited as provided for in the Confidential Group Resolution.

3.5.2 Bonus Compensation. Employee has performed services above and beyond the duties of her position of Executive Administrator to the Mayor and Council, and will likely continue performing such services. In order to compensate Employee for past services performed and for the continued performance of any such additional services, Employee will receive Seventeen Thousand One Hundred Dollars and no cents (\$17,100.00) over the term of this Agreement in addition to, and separate from, her annual base salary. An initial payment amount of two thousand four hundred forty-two dollars and eighty-four cents (\$2,442.84) shall be paid in December 2016, upon execution of the agreement. The balance shall be paid in monthly

installments of one thousand two hundred twenty-one dollars and forty-three cents (\$1,221.43) per month beginning January 2017 and terminating December 2017.

3.5.3 CalPERS Compensation. Employee understands that the City has made no representation as to whether the bonus compensation implemented by this Agreement will be considered as “compensation” or “special compensation” by CalPERS when calculating any retirement allowance. Employee further agrees to release City and hold City harmless from any determination by CalPERS that any such increase is not “compensation” or “special compensation.”

3.6 Benefits

3.6.1 Leave Benefits. Except as otherwise provided herein, Employee shall be entitled to those holiday, vacation, sick, bereavement, and administrative leave benefits provided for Employee's classification in the Confidential Group Resolution, as described in Section 3.7.1 below.

3.6.2 Health and Other Benefits. Except as otherwise provided herein, Employee shall be entitled to those health, life insurance, long-term disability and physical examination benefits provided for Employee's classification in the Confidential Group Resolution, as described in Section 3.7.1 below.

3.6.3 Retirement Benefits. City agrees to execute all necessary agreements to enroll Employee in the Public Employee's Retirement System of the State of California and to pay such contributions provided for Employee's classification in the Confidential Group Resolution, as described in Section 3.7.1 below. In addition, Employee shall be entitled to the same retiree medical benefits provided for Employee's classification in the Confidential Group Resolution, as described in Section 3.7.1 below.

3.6.4 Auto Allowance. Employee shall not be entitled to an automobile allowance, but she may submit reimbursement requests for mileage used in a personal vehicle for official City business, as provided for in the Confidential Group Resolution described in Section 3.7.1 below

3.6.5 Business Equipment. City shall provide Employee with a cellular telephone and personal computer (at work) for use in connection with City business. City shall be responsible for maintenance of said items.

3.6.6 Professional Development. The City Council may, by majority vote and in its sole discretion and subject to the City's budget constraints, consider requests for membership in professional organizations.

3.6.7 Other Benefits. In addition to the benefits contained in this Agreement, Employee shall be entitled to any other benefits provided for Employee's classification in the Confidential Group Resolution, as described in Section 3.7.1 below.

3.7 General Provisions.

3.7.1 Confidential Group Resolution. The terms and provisions of the Confidential Group Resolution, as it now exists or as it may be amended from time to time, is incorporated herein by reference and shall be applicable to Employee. However, this Agreement shall take precedence over the Confidential Group Resolution with respect to any inconsistencies in its interpretation or enforcement. The City reserves the right to unilaterally amend, modify or replace the Confidential Group Resolution at any time, and such amendment, modification or replacement shall thereupon become the terms and conditions of Employee's employment to the extent not inconsistent with this Agreement.

3.7.2 Modification. Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

3.7.3 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.7.4 Assignment. Neither this Agreement, nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by her without the prior written consent of the City Council. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City Council, be null and void and may be considered a material breach of this Agreement.

3.7.5 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the City and Employee with respect to Employee's terms of employment. This Agreement contains all of the covenants and agreements between the Parties with respect to Employee's employment by the City in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either Party.

3.7.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

3.7.7 Law Governing Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in San Bernardino County.

3.7.8 No Presumption of Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.7.9 Attorney's Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover such amount as the court may award as reasonable attorney's fees and costs.

3.7.10 Notices. Any notice to be given hereunder by either Party to the other shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the following respective addresses:

City: City of Colton
650 N. La Cadena Drive
Colton, CA 92324
Attn: City Council

Employee: Address on File at Colton City Hall

Notices delivered personally shall be deemed communicated as of the date of actual receipt. Mailed notices shall be deemed communicated as of the date of mailing, plus two (2) days.

3.7.12 Assistance of Counsel. Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS EMPLOYMENT AGREEMENT FOR EXECUTIVE ADMINISTRATOR TO THE MAYOR AND COUNCIL (ADELFA FLORES) AS OF _____, 2016.

CITY OF COLTON

By:

Richard A. DeLaRosa, Mayor

Attest:

Carolina R. Padilla, City Clerk

EMPLOYEE

By:

Adelfa Flores