



# CITY COUNCIL AGENDA REPORT



**DEPARTMENT:** City Manager, City Attorney

**MEETING DATE:** September 17, 2019

**PREPARED BY:** Oliver Chi, City Manager

**AGENDA LOCATION:** AR-5

**TITLE:** Interim City Manager Agreement between the City of Monrovia and Brad Dover

**OBJECTIVE:** To approve an Interim City Manager employment agreement with Brad Dover

**BACKGROUND:** Given the recent city manager transition process, staff has been working with the City Council to identify an interim chief executive officer for Monrovia. Based on discussions to date, Brad Dover, Fire Chief, has been identified as the preferred Interim City Manager candidate.

**ANALYSIS:** Brad Dover currently serves as Fire Chief for the City, and the proposed Interim City Manager agreement developed for consideration provides a mechanism to help coordinate our current staffing transition.

**ENVIRONMENTAL IMPACT:** None.

**FISCAL IMPACT:** The proposed agreement calls for Mr. Dover to receive a 15% salary increase over his current base pay during his time as Interim City Manager. Of note, Mr. Dover would not receive any other compensation or benefit adjustments during his time in the Interim City Manager role.

**RECOMMENDATION:** Staff recommends that the City Council approve the Interim City Manager Agreement between the City of Monrovia and Brad Dover.

**COUNCIL ACTION REQUIRED:** If the City Council concurs, the appropriate action would be a motion to approve the Interim City Manager Agreement between the City of Monrovia and Brad Dover.

# AR-5

## **EMPLOYMENT AGREEMENT INTERIM CITY MANAGER**

**THIS AGREEMENT** is made and entered into on September 17, 2019, by and between the City of Monrovia, a California municipal corporation ("City"), and Brad Dover ("Employee").

### **RECITALS**

**WHEREAS**, on September 17, 2019, the Monrovia City Council appointed Employee as Interim City Manager effective September 30, 2019 ("Start Date"); and

**WHEREAS**, the Monrovia City Council and Employee desire to memorialize in this Agreement certain benefits, terms and conditions of employment of Employee as the Interim City Manager.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and the foregoing recitals that are incorporated into this Agreement, the parties agree as follows:

**1. Employment.** City hereby agrees to employ Employee as Interim City Manager of the City of Monrovia commencing on the Start Date, to serve at the pleasure of the City Council subject to the terms and conditions set forth in this Agreement.

**2. Term.** This Agreement shall be in effect from September 30, 2019, until the Agreement is terminated in accordance with the terms and conditions contained herein.

**3. Duties.** Commencing on the Start Date, Employee shall perform the functions and duties of the City Manager as specified in Title 2 of the Monrovia Municipal Code, and any other act of the City Council, which are incorporated herein by this reference. As Interim City Manager, Employee shall do and perform all services, acts, or things necessary or advisable to manage and conduct the affairs of the City in a professional manner, subject at all times to the policies set by the City Council of Monrovia and applicable laws, ordinances, regulations, policies and administrative procedures of the United States, the State of California, City of Monrovia, or any agency thereof.

**4. Salary.** During the period of time that Employee serves as Interim City Manager, City agrees to pay Employee a salary equal to Nineteen Thousand Four Hundred Eleven dollars (\$19,411.79) per month, which is 15% higher than Employee's current base rate of pay. Employee's salary shall be payable in installments at the same time and in the same manner as other City employees.

**5. Benefits / Retirement.** This agreement shall not make any modification or changes to the benefits / retirement program that Employee received prior the Start Date for services rendered as Interim City Manager.

**6. Termination.** This agreement shall terminate under any of the following identified conditions:

**a. Mutual Consent.** This Agreement may be terminated at any time upon the mutual, written agreement of both the City and Employee.

**b. By Employee.** Employee may terminate this Agreement at any time by giving City not less than sixty days (60) days prior written notice.

**c. By City.** City may terminate Employee with or without cause, upon the affirmative vote of a majority of the City Council as provided in the City's Municipal Code.

**d. Upon Hiring of City Manager.** When the City Council hires a permanent City Manager, this Agreement will automatically terminate on the day prior to the new City Manager's start date.

**7. Rights to Fire Chief Position.** Employee shall have full return rights to the position of Fire Chief if this Agreement is terminated pursuant to Section 6. This paragraph shall survive the termination of this Agreement.

**8. Nondiscrimination.** Employee agrees not to unlawfully discriminate in the performance of Employee's functions and duties on the grounds of or because of race, color, religion, sex, national origin, age, marital status, physical disability, sexual orientation or any other characteristic protected under applicable law.

#### **9. General Provisions.**

**a. Entire Agreement.** This written Agreement contains the entire understanding between the parties as to the subject matter hereof and supersedes all prior and contemporaneous oral and written understandings or agreements of the parties and as such, is fully integrated. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party.

**b. Severability.** If any portion of this Agreement or the application thereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect to the greatest extent permitted by law.

**c. Amendments.** This Agreement may be amended only in writing and duly authorized and executed by both parties.

**d. Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the County of Los Angeles.

**10. Notices.** Notices pursuant to this Agreement shall be given by depositing such notice in the custody of the United States postal service, postage prepaid, addressed as follows:

Mayor & City Council  
City of Monrovia  
415 South Ivy Avenue  
Monrovia, CA 91016

Brad Dover  
*Address on file with the City*

*Signatures on following page.*

**City:**

City of Monrovia,  
a California municipal corporation

**Employee:**

Brad Dover

By: \_\_\_\_\_  
Tom Adams, Mayor

By: \_\_\_\_\_  
Brad Dover

**ATTEST:**

By: \_\_\_\_\_  
Name: Alice D. Atkins, MMC  
Title: City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Name: Craig A. Steele  
Title: City Attorney