



City of San Juan Bautista

The “City of History”

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**CITY COUNCIL
SPECIAL MEETING
TUESDAY, MAY 13, 2025, 7:00 P.M.**

**HYBRID MEETING
City Hall, Council Chambers
311 Second Street, San Juan Bautista, California**

AGENDA

ZOOM WEBINAR PARTICIPATION

The meeting can also be accessed by the public in the following methods: Through Zoom (<https://zoom.us/join>) per the instruction stated below, and on Facebook.

Please note: If all Council Members are present in person, public participation by Zoom or viewing on Facebook is for convenience only and is not required by law. If the Zoom or Facebook feed is lost for any reason the meeting may be paused while a fix is attempted but the meeting may continue at the discretion of the presiding officer.

JOIN ZOOM WEBINAR TO PARTICIPATE LIVE

<https://us02web.zoom.us/j/88373320235>

To participate telephonically:
call 1 (669) 900-6833
Webinar ID: 883 7332 0235

PUBLIC COMMENT - ADVISEMENT

Public comments are limited to items on this special meeting agenda pursuant to California Government Code section § 54954.3(b). Public comments are generally limited to three (3) minutes per speaker; the Mayor may further limit the time for public comments depending on the agenda schedule.

1. CALL TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. CLOSED SESSION –7:00 P.M. – 7:30 P.M.

Receive public communications from the audience on Closed session items. The City Council will recess to closed session pursuant to:

- a. **Public Employee Employment** – California Government Code §54957(b)(1)) - City Manager.

3. ACTION

The Recommendation indicates the staff recommendation at the time the agenda was prepared. That recommendation does not limit the City Council alternative actions on any matter before it.

A. Appointment of City Manager

Recommendation: Appointing Ashley Collick as City Manager, and Approve a Resolution Approving the City Manager Employment Agreement.

4. CONSENT

A. Affidavit of Posting Agenda

B. Authorizing the City Manager to Act as the Authorized Agent for the City of San Juan Bautista for FEMA DR-4482 and Execute Cal OES Forms

Recommendation: Approve a Resolution authorizing City Manager Ashley Collick to act as the Authorized Agent to execute all necessary documents required by the California Governor's Office of Emergency Services (Cal OES) in connection with Public Assistance funding related to FEMA DR-4482 (COVID-19 Pandemic).

5. ADJOURNMENT

Elizabeth Soto, City Clerk

AGENDA MATERIAL / ADDENDUM

Any addendums will be posted not later than 72 hours before regular meetings or 24 hours of special meetings unless otherwise allowed under the Brown Act. City Council reports may be viewed at the City of San Juan Bautista City Hall at 311 Second Street San Juan Bautista and are posted on the City website www.san-juan-bautista.ca.us subject to Staff's ability to post the documents before the meeting, or City Clerk Elizabeth Soto at cityclerk@san-juan-bautista.ca.us or calling (831) 623-4661 during normal business hours.

In compliance with the Americans with Disabilities Act, and Govt. Code 54953(a), the city will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Clerk, a minimum of 48 hours prior to the meeting at (831) 623-4661.

PUBLIC COMMENT PROCEDURES

If you wish to make a public comment and are attending in person, please fill out a speaker card. If you are attending via Zoom, join the Zoom Webinar, and use the "Raise Hand" or if joining by telephone, press *9 on your telephone keypad icon.

SUBMISSION OF PUBLIC COMMENTS

Written comments may be submitted via mail to the City Clerk at City Hall (P.O. Box 1420, San Juan Bautista, CA 95045), or emailed to cityclerk@san-juan-bautista.ca.us no later than 5:00 p.m. the day before the meeting. Written comments will be read into the record provided that the reading does not exceed three (3) minutes.

PUBLIC NOTIFICATION

This agenda was posted on Friday, May 9, 2025, on the bulletin board at City Hall, 311 Second Street, the bulletin board at the City Library, 801 Second Street, the bulletin board at the entrance to the United States Post Office, 301 The Alameda, and the City's website. Meetings are streamed live at <https://www.facebook.com/cityofsanjuanbautista/>.

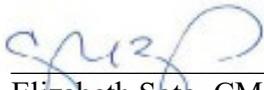
AFFIDAVIT OF POSTING

I, Elizabeth Soto, Do Now Declare, Under the Penalties of Perjury, That I Am the Acting City Clerk / Administrative Services Manager in the City of San Juan Bautista, and That I Post three (3) True Copies of the attached City Council Agenda. I Further Declare That I posted said Agenda on the 9th day of May 2025, and in the following locations in said City of San Juan Bautista, County of San Benito, California.

1. On The Bulletin Board at City Hall, 311 Second Street.
2. On The Bulletin Board at The City Library, 801 Second Street.
3. On the Bulletin Board at the Entrance to the United States Post Office, 301

The Alameda

Signed at San Juan Bautista, County of San Benito, California, on the 9th day of May 2025.



Elizabeth Soto, CMC, CPMC
City Clerk



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: MAY 13, 2025

DEPARTMENT: ADMINISTRATION/CITY CLERK

FROM: ELIZABETH SOTO, CITY CLERK

TITLE: APPOINTMENT OF CITY MANAGER

RECOMMENDED ACTIONS:

Appoint Ashley Collick as City Manager, and Approve a Resolution Approving the City Manager Employment Agreement.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving the Employment Agreement with Ashley Collick to serve as City Manager and authorize the Mayor to execute the Agreement.

BACKGROUND:

Ashley Collick was appointed Interim City Manager in January 2025 following the departure of the prior City Manager, Don Reynolds, on December 31, 2024. During her tenure, she has demonstrated effective leadership, administrative skill, and a strong commitment to the community.

Following interviews and review by an ad hoc committee and the full City Council, Ashley Collick was selected as the preferred candidate for permanent appointment. A proposed Employment Agreement has been prepared and is attached for Council review and approval.

ANALYSIS:

The Agreement provides for an annual salary of \$200,000, vacation and administrative leave, health and retirement benefit consistent with those provided to full-time employees, and other standard executive employment terms. The Agreement reflects a fair and competitive compensation package for a City Manager in a small municipality and includes provisions for termination, severance, and performance evaluation.

FISCAL IMPACT:

The salary and benefits are included in the current fiscal year budget. No budget amendment is necessary.

ATTACHMENTS:

1. Resolution
2. Employment Agreement with Ashley Collick

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
APPROVING AN EMPLOYMENT AGREEMENT WITH ASHLEY COLLICK TO
SERVE AS CITY MANAGER**

WHEREAS, the City Council of the City of San Juan Bautista requires the services of a qualified and experienced individual to serve as City Manager; and

WHEREAS, Ashley Collick has served effectively as Interim City Manager since January 2025 and possesses the education, experience, and leadership qualifications required for the permanent role; and

WHEREAS, the City Council has reviewed the proposed Employment Agreement for Ashley Collick and finds its terms to be fair and in the best interests of the City; and

WHEREAS, the Council desires to appoint Ashley Collick as permanent City Manager and to approve the terms of her Employment Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of San Juan Bautista that:

1. The City Council hereby approves the Employment Agreement between the City of San Juan Bautista and Ashley Collick to serve as City Manager, effective May 14, 2025.
2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City.

PASSED AND APPROVED by the City Council of the City of San Juan Bautista on this 13th day of May 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, City Clerk

EMPLOYMENT AGREEMENT FOR CITY MANAGER

THIS EMPLOYMENT AGREEMENT FOR CITY MANAGER (“Agreement”) is made and entered into on May 14, 2025 (“Effective Date”), by and between the City of San Juan Bautista, a California city, hereinafter referred to as “City,” and Ashley Collick, hereinafter referred to as “Employee” or “City Manager,” as follows:

Recitals

A. The City requires the services of a permanent City Manager. Ashley Collick, who was appointed in January 2025 and is currently serving the City as Interim City Manager, applied for such position, was interviewed by an Ad Hoc Committee and by City Council Members, her resume and qualifications were reviewed and references were considered. The City Council determined that Ashley Collick has served the City well as Interim City Manager and is trained, experienced and competent to properly perform the special services of the permanent City Manager specified herein.

B. In the public session of the Regular Meeting on May 13, 2025, the City Council, by Resolution, approved the appointment of Ashley Collick to serve in the capacity of permanent City Manager, approved the terms for her compensation, and the Mayor was authorized to execute this Agreement for City Manager services, on the terms set forth herein.

Terms and Conditions

In consideration of the mutual provisions contained herein, City and City Manager agree to the following terms and conditions:

1. **Scope of Services.** The City Manager is hereby hired and retained by the City to serve, at will, as the permanent City Manager. The City Manager accepts such employment upon the terms and conditions set forth herein.

a) The City Manager shall be the Chief Executive Officer of the City and shall be responsible to the City Council for the proper administration of the affairs of the City.

b) The City Manager shall perform all the duties of the City Manager as set forth in the City of San Juan Municipal Code, Chapter 2-2, Article 1 and as otherwise legally required. The City Manager shall also perform other legally permissible and proper duties and functions as the City Council may assign from time to time.

c) The City Council also designates the City Manager as the chief executive of any other City-related legal entities.

d) The City Manager shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.

e) The City Manager is required to attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council.

f) The City Manager shall review all agenda documents before preparing the agenda for any Regular or Special Meeting of the City Council.

g) The City Manager shall direct the work of all City employees.

h) The City Manager shall exercise control of City government in emergencies as authorized by the Municipal Code and California law.

i) The City Manager shall devote her full energies, interest, abilities and productive time to the performance of this Agreement and utilize her best efforts to promote the City's interests. As set forth in Section 3 of this Agreement, Manager shall be exempt from the overtime pay provisions of California and federal law and is expected to engage in those hours of work that are necessary to fulfill the obligations of the permanent City Manager position.

j) The City Manager shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes with her duties and responsibilities to City.

k) The City Manager acknowledges and agrees that in the performance of her duties, the City discloses and entrusts her with certain confidential proprietary information. Proprietary information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulas, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of the City's organization, and all Proprietary information so known only through improper means, shall be deemed "Confidential Information." The City Manager agrees not to directly or indirectly disclose or use at any time any Confidential Information which was acquired or viewed by City Manager during City Manager's relationship with the City unless such disclosure is authorized by the City in writing, required by law, or required in the performance of the duties of the City Manager. This provision shall survive the termination or expiration of this Agreement.

2. Term. The City Manager will commence work on the services to be provided hereunder on the Effective Date and shall serve until this contract is terminated as herein set forth.

3. Compensation.

a) For the services to be performed under this Agreement, City shall pay the City Manager:

1. A salary of two hundred thousand dollars and zero cents (\$200,000.00) per year;

2. Two (2) weeks per year of paid vacation/personal leave;

3. Four (4) hours of paid administrative leave per pay period;
4. Contribution of three (3)% of salary to the City's deferred compensation plan, as provided in Resolution 2019-21;
5. Health benefits (medical, dental and vision insurance plans), equal to the health benefits received by full-time employees;
6. Employee Assistance Program ("EAP") benefits, equal to the EAP benefits received by full-time employees; and
7. A complimentary Costco membership.

b) The City shall bear the full costs of any fidelity or other bonds required of Manager (if any) under any law or ordinance by virtue of her employment as permanent City Manager.

c) The City Council shall meet in Closed Session with the City Manager on or before the first meeting in July of 2025 for a performance review. Thereafter, prior to the end of each fiscal year, the City Council shall review the performance of the City Manager and determine whether to retain or increase the compensation amount(s). All future salary adjustments and merit increases will follow the guidelines in the City's personnel rules.

d) City acknowledges that participation in local, state and regional municipal city manager organizations by the Employee benefits the City and provides professional development. The City agrees to pay Employee's professional dues, subscriptions and memberships in such organizations necessary for Employee to maintain professional relationships. The City also agrees to provide Employee with an annual allocation to cover reasonable travel, conference registration, lodging, meals and meeting expenses of the League of California Cities' City Manager's Department Meeting, subject to reasonable budgetary limitations, as approved by the City during the budget process. The Employee shall make reasonable efforts to minimize costs to the City.

e) Employee shall be classified as exempt under the Fair Labor Standards Act and shall be a confidential employee for all purposes. Employee shall receive ten (10) sick days per year and shall have the right to twelve (12) paid holidays, such as provided to all employees and two (2) floating holidays to be used in that year and not to be accrued on a yearly basis. Notwithstanding the foregoing, Employee shall report to the Mayor if the Employee needs to take more than three consecutive sick days.

4. Termination, Resignation and Severance Pay.

a) This agreement may be terminated by either party: (i) with cause, at any time, upon written notice, and (ii) without cause, by giving thirty (30) calendar days advance written notice to the other party, unless the parties mutually agree to waive or alter the time required for such notice. If the City Council seeks to terminate the City Manager, it will adhere to the

requirements of the City of San Juan Bautista Municipal Code Section 2-2-130.

b) In the event this agreement is terminated by the City without cause, City shall pay Employee a lump sum cash payment severance as follows: four months' of salary, with benefits. Any other term of this Agreement notwithstanding, the maximum severance that Manager may receive under this Agreement shall not exceed the limitations provided in Government Code Sections 53260 – 53264, or other applicable law.

c) If Employee's employment is terminated for cause by the City Council, or for any of the reasons set forth below, Employee shall not be entitled to severance pay:

1. intentional or willful failure to perform her lawful duties as set forth herein
2. her death;
3. her incapacity or inability to perform her essential duties due to physical or mental disabilities;
4. willful destruction, theft, misappropriation or misuse of City property;
5. abuse or use of prescription or non-prescription drugs or alcohol that materially affects the performance of City Manager's duties;
6. repeated and protracted unexcused absences from the City Manager's office and duties;
7. conviction of a felony or misdemeanor involving breach of the public trust;
8. dishonest, fraud or misconduct in office;
9. violation of Government Code Section 1090, or violation of any conflict of interest laws or regulations which a court or administrative agency finds resulted in Employee or his immediate family receiving actual economic gain;
10. fraud or dishonesty in having secured her employment;
11. refusal to comply with a lawful order or instruction issued by a majority of the City Council at a lawfully convened meeting; and
12. voluntarily resignation of her position.

d) Employee agrees that in the event Employee's employment is terminated, under no circumstances will Employee be able to contest the nature of Employee's at-will employment status, nor will Employee be entitled to raise the remedy of reinstatement in any administrative

or legal forum. Employee agrees that the sole issue for resolution upon termination of Employee's employment agreement will be the amount of payment for services already rendered which are due Employee. Employee shall have no other right of action against the City as it relates to termination and/or any severance except such severance described in Section 4(b) of this Agreement.

5. Indemnification. Consistent with the California Government Code, City shall defend, hold harmless and indemnify the City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of duties to the City, provided: (1) Employee acted in good faith at all times and (2) Employee's actions, or failures to act, giving rise to the liability occurred within the course and scope of her employment at the City. In its sole discretion, the City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered there from. In the event that City provides funds for legal criminal defense pursuant to this section, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243-53243.4. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse City for any paid leave or cash settlement (including without limitation severance described in Section 4(b) of this Agreement), as provided by Government Code Sections 53243 – 53243.4.

6. Personnel System Rules. Except as modified by this Agreement, Employee shall be subject to and comply with the City personnel system rules, and with any modified personnel rules.

7. Modification. This Agreement is not subject to amendment or modification except by a writing signed by the parties hereto.

8. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement or promise made by or to any party or by or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

9. Attorney's Fees. In the event of any controversy, claim or dispute relating to this Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

10. Employee's Examination of Agreement. Employee acknowledges that Employee has had the right to examine this Agreement, has been advised that Employee may wish to consult with an attorney prior to entering into this Agreement and has read and understands all of the provisions of this Agreement. Employee further acknowledges that they are voluntarily entering into this Agreement. Both parties acknowledge that the doctrine that ambiguities in an agreement should be resolved against the drafting party shall not be employed in connection with this Agreement and this Agreement shall be interpreted in accordance with its fair meaning.

11. Severability. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed to be severable and shall remain in full force and effect.

12. Waiver of Breach. No waiver by the City of the breach of any of the covenants, agreements, provisions, or conditions of this Agreement 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 in exercising any right, power, or remedy herein provided in the event of default will be construed as a waiver thereof, or acquiescence therein.

IN WITNESS WHEREOF, Employee and the City of San Juan Bautista, by its duly authorized representative, have executed this Agreement on the date first hereinabove set forth at San Juan Bautista, California.

CITY OF SAN JUAN BAUTISTA

EMPLOYEE

By _____
Leslie Q. Jordan
Mayor

Ashley Collick

Approved as to form:

Jon R. Giffen
City Attorney



CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

DATE: MAY 13, 2025

DEPARTMENT: ADMINISTRATION/CITY CLERK

FROM: ELIZABETH SOTO, CITY CLERK

TITLE: AUTHORIZING THE CITY MANAGER TO ACT AS THE AUTHORIZED AGENT FOR THE CITY OF SAN JUAN BAUTISTA FOR FEMA DR-4482 AND EXECUTE CAL OES FORMS

RECOMMENDED ACTIONS:

Approve a Resolution authorizing City Manager Ashley Collick to act as the Authorized Agent to execute all necessary documents required by the California Governor's Office of Emergency Services (Cal OES) in connection with Public Assistance funding related to FEMA DR-4482 (COVID-19 Pandemic).

BACKGROUND INFORMATION:

The City of San Juan Bautista has been approved for Public Assistance through the California Governor's Office of Emergency Services (Cal OES) under FEMA Disaster Number DR-4482, which provides federal funding support for emergency response and recovery efforts related to the COVID-19 pandemic.

As part of the documentation required by Cal OES to process funding reimbursements, the City must have an updated Cal OES Form 130 (Designation of Applicant's Agent Resolution) on file. This form requires the City Council to designate an Authorized Agent to act on behalf of the City in matters related to this funding.

Cal OES has placed the City's account on hold pending receipt of:

- A completed Cal OES Form 130 with a current resolution,
- Project Assurances for Federal Assistance (Cal OES 89),
- FFATA and AA Forms,
- A completed and signed Payee Data Record (STD 204),
- A confirmation of registration in SAM.gov (UEI Number).

These forms require signature by a designated Authorized Agent with a formal resolution from the governing body.

DISCUSSION:

To meet Cal OES requirements and proceed with financial processing for FEMA DR-4482, it is necessary to designate City Manager Ashley Collick as the City's Authorized Agent. This will enable her to sign Cal OES forms, assurances, payee forms, and provide the necessary documentation to avoid further delays in funding.

FISCAL IMPACT:

There is no direct cost to this action. However, timely designation of an Authorized Agent is critical to ensure continued eligibility and receipt of federal Public Assistance funds.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2025-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA
AUTHORIZING THE CITY MANAGER TO ACT AS THE AUTHORIZED AGENT
FOR FEMA DR-4482 AND SIGN DOCUMENTS REQUIRED BY CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES)**

WHEREAS, the City of San Juan Bautista has applied for and been approved for federal financial assistance through the California Governor's Office of Emergency Services (Cal OES) under FEMA Disaster Number DR-4482; and

WHEREAS, Cal OES requires a current Cal OES Form 130 (Designation of Applicant's Agent Resolution) and related documents to be completed and signed by an Authorized Agent designated by formal resolution; and

WHEREAS, the City wishes to designate its City Manager, Ashley Collick, to serve as the City's Authorized Agent to execute such documents required for the administration of the Public Assistance program under DR-4482.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Juan Bautista as follows:

1. The City Council hereby designates Ashley Collick, City Manager, as the City's Authorized Agent for the purpose of signing all required documents related to Public Assistance from Cal OES for FEMA DR-4482, including but not limited to:
 - Cal OES Form 130,
 - Project Assurances (Cal OES 89),
 - FFATA and AA Forms,
 - Payee Data Record Form (STD 204),
 - SAM.gov registration confirmations.
2. This authorization shall remain in effect until superseded by another resolution.
3. The City Clerk is hereby directed to transmit a certified copy of this resolution to the California Governor's Office of Emergency Services and retain a copy on file.

PASSED AND APPROVED by the City Council of the City of San Juan Bautista on this 13th day of May 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Leslie Q. Jordan, Mayor

ATTEST:

Elizabeth Soto, City Clerk