

INTERIM CITY CLERK EMPLOYMENT AGREEMENT

This Interim City Clerk Employment Agreement (“**Agreement**”) is made and entered into as of July 28, 2026 (“**Effective Date**”), by and between the City of Lodi, a municipal corporation, hereinafter called “City,” and Walfred Solorzano, hereinafter called “Employee,” both of whom agree as follows:

RECITALS:

The office of City Clerk will become vacant as of August 3, 2026, and the City Council desires to retain the services of Employee to perform work of a specialized skill for limited duration as its Interim City Clerk to ensure the uninterrupted performance of the duties of the City Clerk.

The City Council intends to conduct a recruitment process for a permanent City Clerk and has determined that it is in the City's best interest to appoint an Interim City Clerk to provide continuity of leadership and operations during that process.

Employee has approximately twenty (20) years of public sector experience in various city positions, including nine (9) years in a City Clerk's Office in the role of either a City Clerk, Assistant City Clerk, or Deputy City Clerk. Employee will utilize his expertise as a former City Clerk, which is critically important for the City while the permanent City Clerk position is being recruited and filled.

Employee desires to accept the appointment and the employment as the City's Interim City Clerk pursuant to the terms and conditions of this Agreement.

The City and Employee desire to enter into this Agreement to establish the terms and conditions under which Employee will serve as Interim City Clerk.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

AGREEMENT:

1. TERM OF POSITION

The City hereby appoints Employee as the Interim City Clerk (“**ICC**”) of City starting on July 28, 2026, at 8:30 a.m. (“**Effective Date**”), and Employee accepts such employment and agrees to perform the functions and duties of ICC for the City as provided by law and as they may be assigned by the City Council. The term of the Agreement shall be for up to 5 months, beginning on the Effective Date and terminating automatically on December 28, 2026, at 5:00 p.m., unless sooner terminated pursuant to Paragraph 9, below (“**Employment Term**”). Employee agrees to serve as Interim City Clerk and perform the duties and responsibilities of that office, together with such

additional duties as may be assigned by the City Council from time to time.

Employee acknowledges that this appointment is temporary and is intended to provide continuity in the Office of the City Clerk while the City conducts a recruitment process for a permanent City Clerk. Nothing in this Agreement creates any expectation of appointment to the permanent City Clerk position or continued employment beyond the term of this Agreement.

2. DUTIES & AUTHORITY:

Employee shall:

- (a) Perform the duties and functions of the Interim City Clerk as prescribed by applicable federal and California law, the Lodi Municipal Code, City ordinances, resolutions, policies, and other applicable rules and regulations;
- (b) Perform such additional lawful duties and responsibilities as may be assigned by the City Council from time to time;
- (c) Manage and direct the operations of the City Clerk's Office and ensure the efficient and effective administration of its functions;
- (d) Attend meetings of the City Council and such other meetings as are necessary to perform the duties of the office or as directed by the City Council;
- (e) Perform the duties of the Interim City Clerk in accordance with the highest professional and ethical standards applicable to the office and comply with all applicable federal and state laws, City ordinances, resolutions, policies, and rules.
- (f) Acknowledge that the primary purpose of this appointment is to maintain continuity in the operations of the Office of the City Clerk during the City's recruitment and appointment of a permanent City Clerk.

3. EXCLUSIVE EMPLOYMENT:

- (a) Employee shall devote Employee's full working time, attention, and best efforts to the performance of the duties and responsibilities of Interim City Clerk and shall faithfully serve the City during the term of this Agreement.
- (b) During the term of this Agreement, Employee shall not engage in any outside employment, consulting, or other compensated professional activity that creates a conflict of interest, or violates applicable law. If any such activity could reasonably present a potential conflict of interest, Employee shall disclose the activity to the City Council in advance.

4. EMPLOYEE COMMITMENTS:

- (a) **Performance of Duties.** Employee shall perform the duties of Interim City Clerk and such other duties as may be assigned by the City Council in a timely, professional, and competent manner.
- (b) **Hours of Work.** Employee is an exempt employee and is expected to devote such time as is reasonably necessary to faithfully perform the duties of Interim City Clerk. Because of the nature of the position, Employee's work schedule shall vary as necessary to attend meetings, respond to operational needs, and perform the responsibilities of the office. Employee shall have reasonable discretion in establishing Employee's work schedule, subject to the operational needs of the City.

5. CITY COMMITMENTS:

- (a) City shall provide Employee with office space, administrative support, equipment, technology, supplies, and such other resources as are reasonably necessary for Employee to perform the duties of Interim City Clerk.
- (b) City shall reimburse Employee for authorized business expenses incurred in the performance of Employee's duties in accordance with applicable City policies.
- (c) City shall reimburse Employee for reasonable travel, lodging, meals, and other expenses incurred in attending meetings, conferences, or other official functions authorized by the City and related to the performance of Employee's duties, in accordance with applicable City policies.

6. COMPENSATION:

City agrees to provide the following compensation to Employee during the term of the Agreement:

- (a) **Base Salary.** Employee shall be paid an hourly rate of \$70.41 payable biweekly, less applicable withholdings and deductions.
- (b) City shall pay all employer-paid payroll taxes and other legally required employer contributions, including, but not limited to, Social Security (if applicable), Medicare, unemployment insurance, and workers' compensation insurance.

7. REIMBURSEMENT OF BUSINESS EXPENSES

Employee shall be reimbursed for all reasonable and necessary business expenses incurred in the performance of Employee's duties, including authorized travel and mileage, in accordance with the City's travel, reimbursement, and administrative policies, as those policies may be amended from time to time. Employee shall not be provided a City vehicle or automobile allowance.

8. BASIC BENEFITS:

- (a) **Sick Leave.** Employee accrues at the rate of one (1) hour per every thirty (30) hours worked.
- (b) **Retirement.** City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute the City's total employer portion to Employee's PERS retirement account. Employee shall contribute Employee's contribution to the membership contract with PERS for each pay period for Employee's membership (Classic or PEPRA).

9. TERM AND TERMINATION:

- (a) **Term.** This Agreement shall become effective on the Effective Date and shall remain in full force and effect until the earliest of the following occurrences:
 - 1. Employee's resignation;
 - 2. Termination of Employee's employment by the City Council pursuant to subsection (b); or
 - 3. The Parties' mutual written agreement to terminate this Agreement.
- (a) **At-Will Employment.** Employee serves at the pleasure of the City Council and is an at-will employee. Nothing in this Agreement shall be construed to create a property interest in continued employment or to limit the authority of the City Council to terminate Employee's employment at any time, with or without cause and with or without notice.
- (b) **Resignation.** Employee may resign at any time by providing at least thirty (30) days' advance written notice to the City by delivery to the Mayor. The City Council may, in its discretion, waive all or any portion of any notice period.
- (c) **Effect of Termination.** Upon termination of this Agreement, Employee shall be entitled only to compensation earned through the effective date of termination, as provided by this Agreement and applicable law. Except as expressly provided herein or required by law, Employee shall not be entitled to severance pay or any other post-employment compensation or benefits.

10. GENERAL PROVISIONS

- (a) **Employment Eligibility.** Employee represents that Employee is legally authorized to work in the United States and shall provide such documentation as may be required by applicable federal law as a condition of employment.
- (b) **Conflict of Interest.** Employee shall comply with all applicable federal, state, and local laws governing conflicts of interest, including the California Political

Reform Act, the City's Conflict of Interest Code, and all applicable City policies. Employee shall timely file all required Statements of Economic Interests and other disclosure forms required by law.

- (c) **Indemnification.** To the fullest extent permitted by California law, including the Government Claims Act (Government Code section 825 et seq.), the City shall defend, indemnify, and hold harmless Employee from claims, demands, actions, or proceedings arising out of acts or omissions occurring within the course and scope of Employee's employment. This provision shall survive the expiration or termination of this Agreement.
- (d) **Amendment.** This Agreement may be amended only by a written instrument approved by the City Council and executed by both parties.
- (e) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (f) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning Employee's appointment as Interim City Clerk and supersedes all prior negotiations, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement.
- (g) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising out of or relating to this Agreement shall be brought exclusively in the Superior Court of California, County of San Joaquin.
- (h) **No Expectation of Permanent Appointment.** Employee acknowledges that this appointment is temporary and is intended solely to provide continuity in the Office of the City Clerk pending the appointment of a permanent City Clerk. Nothing in this Agreement shall be construed as creating any right or expectation of appointment to the permanent City Clerk position or continued employment beyond the term of this Agreement.
- (i) **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when personally delivered or deposited in the United States mail, postage prepaid, addressed as follows, or to such other address as either party may designate in writing:

To CITY:

City of Lodi
P.O. Box 3006
Lodi, CA 95241
Attn: Mayor

To EMPLOYEE:

Walfred Solorzano



11. EXECUTION:

IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this Agreement to be signed and executed on its behalf by the Mayor, and Employee has signed and executed this Agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

Date: _____

By: Mayor Ramon Yepez

EMPLOYEE:

Date: _____

Walfred Solorzano

APPROVED AS TO FORM:

ATTEST:

AV

John M. Luebberke
Interim City Attorney

Olivia Nashed
City Clerk