CITY OF CAMPBELL
CITY CLERK EMPLOYMENT AGREEMENT

This Agreement is between the City of Campbell, a municipal corporation and general law City ("City") and Andrea Sanders ("City Clerk"). It is effective August 2, 2022.

WHEREAS, Campbell voters approved the conversion of the office of City Clerk from an elected to appointed position at the November 2, 2012 General Municipal Election;

WHEREAS, the City Council will appoint the City Clerk pursuant to Government Code Section 36510;

WHEREAS, Andrea Sanders desires to be employed by the City as its appointed City Clerk; and

WHEREAS, the City desires to provide certain benefits, establish certain conditions of employment, and to set working conditions of the City Clerk.

NOW, THEREFORE, for and in consideration of each others' mutual promises, the undersigned parties agree as follows:

1. **DUTIES**: City Clerk agrees to perform the function and duties of the City Clerk as set forth in applicable State or local laws, ordinances, resolutions and policies, including the duties as outlined in the attached Job Description.

2. **PAYMENT**: During the term of her employment, commencing on August 2, 2022, City agrees to pay City Clerk for services rendered pursuant to this Agreement an annual base salary within the range adopted by the City Council for the position of City Clerk. The compensation for City Clerk as of the 2nd day of August, 2022, is Sixty-Five Dollars and Sixteen cents ($65.16) per hour and which amount may be adjusted from time to time. The compensation shall be payable in bi-weekly installments at the same time as other employees of City are paid. Compensation will be evaluated at least annually. This evaluation will include consideration of the salary range for the position; City's willingness/ability to grant increases, as well as merit increases; "across-the-board" increases; and such one-time payments and/or bonuses available or provided to management employees. Salary adjustments can be made by Resolution. The City Clerk shall be entitled to receive holidays, sick leave, disability, retirement, health, life and other insurance, and other benefits and compensation, including car allowance and City contributions toward deferred compensation plan, as provided to other City classified management employees. The annual base salary may be increased consistent with annual increases afforded classified management employees as adopted by Council resolution.

3. **CONTINUING EDUCATION**: During the term of this employment contract, continuing education shall be maintained toward achieving Master Municipal Clerk Designation, and such other continuing education as is annually approved by the City Council.

4. **EVALUATION**: The City Council shall review and evaluate the City Clerk upon the first six months of service and annually thereafter during the month of August. As part of the review process, a subcommittee of the Council may conduct a review and make recommendations to the Council. The City Clerk may also be reviewed and evaluated at any other times the City Council deems necessary and appropriate.

5. **TERM**: This Agreement shall remain in effect from year to year until terminated.

6. **TERMINATION**: Because an intimate and confidential relationship is necessary between the City Clerk and the City, the City Clerk understands and agrees that City Clerk serves at the pleasure of City, and may be terminated at the will of the City Council at any time and without prior notice, and without statement of reasons of grounds therefore. The City may terminate this Agreement at any time, provided City continues City Clerk's salary and benefits for a period of three (3) months from the date city Clerk vacates the position of City Clerk. The City Clerk shall not be removed during the sixty (60) day period following any change in membership of the Council except upon a vote of at least four/fifths of the City Council.

7. **RESIGNATION**: In the event City Clerk voluntarily chooses to resign her employment, City Clerk shall give the City at least thirty (30) day's written notice so the City may undertake a reasonable effort to find a successor.

8. **BONDS**: City shall bear the full cost of any fidelity or other bonds required of City Clerk under any law or ordinance.

9. **NON-WAIVER**: City's waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as the waiver of any term, condition or covenant or waiver of the breach of any other term, condition or covenant.

10. **ENTIRE AGREEMENT**: This Agreement contains the entire Agreement between the City and the City Clerk relating to the matters contained herein. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both City and City Clerk.

11. **SEVERABILITY**: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on the City and City Clerk.

12. **GOVERNING LAW**: This Agreement shall be governed and construed in accordance with the laws of the State of California.

13. **EXECUTION**: This Agreement may be executed in counterparts and will be binding as so executed.

The undersigned parties having read and understood the foregoing terms and conditions of this Agreement hereby agree to be bound thereby.

Dated: August 4, 2022

Andrea Sanders

Andrea Sanders

City of Campbell:

Dated: _____

by _____

Paul Resnikoff, Mayor

CITY OF CAMPBELL

CITY CLERK

DEFINITION

Under administrative direction of the City Council, plan, direct, supervise and coordinate all activities of the City Clerk's Office; to provide information and maintain official City records; to conduct municipal elections as required; and other supplemental duties and related work as required.

TYPICAL DUTIES

Serve as Clerk to the City Council; serve as a member of the Executive Team; prepare City Council documents, postings and agendas, ensuring compliance with the Brown Act, Political Reform Act, and all federal, state and local laws pertaining to clerk operations and records; record and certify all ordinances and resolutions; conduct municipal elections in cooperation with the County of Santa Clara; serve as a filing officer for Economic Interest and Campaign Disclosure statements; serve as custodian of the official City records; plan and direct the maintenance, filing and safekeeping of all official municipal documents and maintain custody of the City seal; supervise the preparation, organization, printing and distribution of the agenda for City Council meetings; manage annual recruitment of various City boards and commissions; attend and take minutes at all Council meetings; accept and process subpoenas, Appeals, and Claims; publish legal notices as required by government and municipal codes; Oversees the City's bidding process by ensuring compliance with bidding procedures, scheduling bid openings, processing bids that have been submitted, opening bids, and notifying successful bidders of awarded contracts; administer requirements of AB1234 and Campbell's Statement of Values; develop and implement office systems and procedures; provide notary service for City related documents; administer Oaths of Office to elected and appointed City officials, department heads, and City employees; prepare and administer the Clerk division budget; participate on special committees and assignments as required; perform administrative research analysis and report writing; review Council reports and work procedures and recommend changes; assist the public and City staff by providing information and research assistance; maintain the City's Municipal Code; build and maintain positive working relationships with the public and other City employees using principles of exceptional customer service, and perform other related duties as assigned.

EMPLOYMENT STANDARDS

Education and Experience: Equivalent to completion of a Bachelor's Degree from an accredited college or university with major course work in public or business administration or closely related field, plus three years increasingly responsible experience in relevant and complex office administration, (Possession of an AA degree plus six years experience may be substituted for a Bachelor's Degree and three years experience)

Knowledge of:	Applicable federal, state, and municipal laws and procedures; election laws and procedures; political reform requirements; business English, spelling and arithmetic; budget principles; modern office practices, procedures, and equipment; principles of supervision, training and performance evaluation.
Ability to:	Provide information and organize material in compliance with laws, regulations and policies; interpret and apply rules, laws and policies and procedures and effectively apply them; meet the public to understand their questions and provide information; gather and analyze data and maintain records; communicate effectively, both orally and in writing; maintain effective working relationships with those contacted in the course of work; work independently and use good judgment when dealing with sensitive issues; select, supervise, train and evaluate assigned staff; operate standard office equipment, including a personal computer; work in a standard office environment with some ability to sit for long periods of time, with prolonged exposure to a computer screen and extensive public contact; attend meetings outside normal work hours; and travel to various locations within and outside the City of Campbell.
Possession of:	Certification as a Municipal Clerk; a notary Public Commission and a Valid California Driver's License.

Est. 6/10
Rev. 6/20

RESOLUTION NO. 12869

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL AFFIRMING AN AGREEMENT WITH ANDREA SANDERS FOR HER EMPLOYMENT AS CITY CLERK

WHEREAS, upon the announcement of Dusty Christopherson resignation from the position of City Clerk, the City Council appointed the Deputy City Clerk Andrea Sanders to serve as the Acting Interim City Clerk, effective July 1, 2022; and

WHEREAS, based on Andrea Sanders experience, qualifications and ability, the City Council desires to employ Andrea Sanders as the City Clerk; and

WHEREAS, pending the negotiation and preparation of a proposed City Clerk employment contract; and

WHEREAS, Andrea Sanders desires to perform and assume responsibility for the provision of the City Clerk services to the City; and

WHEREAS, Section 2.16.020 of the Campbell Municipal Code provides that compensation for all appointed officers and employees of the City shall be fixed by Resolution, and

WHEREAS, the City Council has authorized an employment agreement establishing the salary, benefits and working conditions of the City Clerk for the duties and responsibilities of that position as set forth by the Campbell Municipal code, Section 2.08.070.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Campbell affirms the employment agreement with Andrea Sanders for City Clerk, effective August 2, 2022.

PASSED AND ADOPTED at regular meeting of the City Council of the City of Campbell this 2nd day of August 2022, by the following roll call vote:

AYES: Councilmembers: Gibbons, Lopez, Landry, Bybee, Resnikoff
NOES: Councilmembers: None
ABSENT: Councilmembers: None

APPROVED:

Paul Resnikoff, Mayor

ATTEST:

Andrea Sanders, City Clerk

CITY OF CAMPBELL
FIRST AMENDED AGREEMENT FOR CITY CLERK SERVICES

This First Amended Agreement for City Clerk Services ("First Amended Agreement") is between the City of Campbell ("City"), a municipal corporation and general law city, and Andrea Sanders (hereafter, collectively referred to as "Parties"), and is effective upon execution.

WHEREAS, Campbell voters approved the conversion of the City Clerk position from an elected position to an appointed position at the November 2, 2012 General Municipal Election; and

WHEREAS, on July 1, 2022, the City Council appointed Andrea Sanders, then Deputy City Clerk, as Acting Interim City Clerk, pursuant to Government Code Section 36510; and

WHEREAS, on August 2, 2022, the City Council appointed Andrea Sanders as the City Clerk, pursuant to Government Code Section 36510, at a rate of pay of $65.16 per hour; and

WHEREAS, City desires to continue to employ Andrea Sanders (hereafter, "City Clerk") as its City Clerk and Andrea Sanders desires to continue to be employed by the City as its appointed City Clerk; and

WHEREAS, City desires to provide City Clerk with certain benefits, establish certain conditions of employment, and set working conditions for City Clerk.

NOW THEREFORE, for and in consideration of each other's mutual promises, the undersigned Parties agree as follows:

1. **DUTIES**: City Clerk agrees to perform the function and duties of the City Clerk as set forth in applicable State or local laws, ordinances, resolutions, and policies, including the duties as outlined in the attached Job Description.

2. **PAYMENT**: During the term of her employment, City agrees to pay City Clerk for services rendered, pursuant to this First Amended Agreement, an annual base salary within the range adopted by the City Council for the position of City Clerk. The compensation for City Clerk as of the 7th day of August, 2023, is Seventy-Six Dollars and Eighty-Eight Cents ($76.88) per hour, which amount may be adjusted from time to time. The compensation shall be payable in bi-weekly installments at the same time as other employees of City are paid. Compensation will be evaluated at least annually. This evaluation will include consideration of the salary range for the position of City Clerk; annual increases afforded classified management employees; the City's willingness/ability to grant

increases, as well as merit increases; "across-the-board" increases; and such one-time payments and/or bonuses available or provided to management employees. Salary adjustments can be made by City Council Resolution. City Clerk shall be entitled to receive holidays, sick leave, disability, retirement, life and other insurance, and other benefits and compensation, including car allowance and City contributions toward deferred compensation plan, as provided to other City classified management employees. For health insurance benefits, the City shall pay the full premium towards any health plan the City Clerk elects for her and her dependents.

3. **CONTINUING EDUCATION**: During the term of this employment contract, continuing education shall be maintained toward achieving Master Municipal Clerk Designation, and such other continuing education as is annually approved by the City Council.

4. **EVALUATION**: The City Council shall review and evaluate City Clerk annually during the month of June. As part of the review process, a subcommittee of the City Council may conduct a review and make recommendations to the City Council. City Clerk may also be reviewed and evaluated at any other times the City Council deems necessary and appropriate.

5. **TERM**: This First Amended Agreement shall remain in effect from year to year until terminated.

6. **TERMINATION**: Because an intimate and confidential relationship is necessary between City Clerk and City, City Clerk understands and agrees that City Clerk serves at the pleasure of City, and may be terminated at the will of the City Council at any time and without prior notice, and without statement of reasons or grounds therefore. City may terminate this First Amended Agreement at any time, provided City continues to pay City Clerk's salary and benefits for a period of six (6) months from the date City Clerk vacates the position of City Clerk. City Clerk shall not be removed during the sixty (60) day period following any change in membership of the City Council except upon a vote of at least four/fifths of the City Council.

7. **RESIGNATION**: In the event City Clerk voluntarily chooses to resign her employment, City Clerk shall give City at least thirty (30) days' written notice so City may undertake a reasonable effort to find a successor.

8. **BONDS**: City shall bear the full cost of any fidelity or other bonds required of City Clerk under any law or ordinance.

9. **NON-WAIVER**: City's waiver of any term, condition or covenant, or breach of any term, condition or covenant shall not be construed as the waiver of any term,

condition or covenant or waiver of the breach of any other term, condition, or covenant.

10. **ENTIRE AGREEMENT**: This First Amended Agreement contains the entire agreement between City and City Clerk relating to the matters contained herein. Any prior agreements, promises, negotiations, or representations not expressly set forth in this First Amended Agreement are of no force or effect. Subsequent modifications to this First Amended Agreement shall be in writing and signed by both City and City Clerk.

11. **SEVERABILITY**: If any term, condition, or covenant of this First Amended Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this First Amended Agreement shall be valid and binding on City and City Clerk.

12. **GOVERNING LAW**: This First Amended Agreement shall be governed and construed in accordance with the laws of the State of California.

13. **EXECUTION**: This First Amended Agreement may be executed in counterparts and will be binding as so executed.

The undersigned Parties having read and understood the foregoing terms and conditions of this First Amended Agreement hereby agree to be bound thereby.

Dated: 9/27/23

Andrea Sanders

Andrea Sanders, City Clerk

City of Campbell:

Dated: 10/2/2023

by Anne Bybee

Anne Bybee, Mayor

CITY OF CAMPBELL

CITY CLERK

DEFINITION

Under administrative direction of the City Council, plan, direct, supervise and coordinate all activities of the City Clerk's Office; to provide information and maintain official City records; to conduct municipal elections as required; and other supplemental duties and related work as required.

TYPICAL DUTIES

Serve as Clerk to the City Council; serve as a member of the Executive Team; prepare City Council documents, postings and agendas, ensuring compliance with the Brown Act, Political Reform Act, and all federal, state and local laws pertaining to clerk operations and records; record and certify all ordinances and resolutions; conduct municipal elections in cooperation with the County of Santa Clara; serve as a filing officer for Economic Interest and Campaign Disclosure statements; serve as custodian of the official City records; plan and direct the maintenance, filing and safekeeping of all official municipal documents and maintain custody of the City seal; supervise the preparation, organization, printing and distribution of the agenda for City Council meetings; manage annual recruitment of various City boards and commissions; attend and take minutes at all Council meetings; accept and process subpoenas, Appeals, and Claims; publish legal notices as required by government and municipal codes; Oversees the City's bidding process by ensuring compliance with bidding procedures, scheduling bid openings, processing bids that have been submitted, opening bids, and notifying successful bidders of awarded contracts; administer requirements of AB1234 and Campbell's Statement of Values; develop and implement office systems and procedures; provide notary service for City related documents; administer Oaths of Office to elected and appointed City officials, department heads, and City employees; prepare and administer the Clerk division budget; participate on special committees and assignments as required; perform administrative research analysis and report writing; review Council reports and work procedures and recommend changes; assist the public and City staff by providing information and research assistance; maintain the City's Municipal Code; build and maintain positive working relationships with the public and other City employees using principles of exceptional customer service, and perform other related duties as assigned.

EMPLOYMENT STANDARDS

Education and Experience: Equivalent to completion of a Bachelor's Degree from an accredited college or university with major course work in public or business administration or closely related field, plus three years increasingly responsible experience in relevant and complex office administration, (Possession of an AA degree plus six years experience may be substituted for a Bachelor's Degree and three years experience)

Knowledge of:	Applicable federal, state, and municipal laws and procedures; election laws and procedures; political reform requirements; business English, spelling and arithmetic; budget principles; modern office practices, procedures, and equipment; principles of supervision, training and performance evaluation.
Ability to:	Provide information and organize material in compliance with laws, regulations and policies; interpret and apply rules, laws and policies and procedures and effectively apply them; meet the public to understand their questions and provide information; gather and analyze data and maintain records; communicate effectively, both orally and in writing; maintain effective working relationships with those contacted in the course of work; work independently and use good judgment when dealing with sensitive issues; select, supervise, train and evaluate assigned staff; operate standard office equipment, including a personal computer; work in a standard office environment with some ability to sit for long periods of time, with prolonged exposure to a computer screen and extensive public contact; attend meetings outside normal work hours; and travel to various locations within and outside the City of Campbell.
Possession of:	Certification as a Municipal Clerk; a notary Public Commission and a Valid California Driver's License.

Est. 6/10
Rev. 6/20

RESOLUTION NO. 13045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING AMENDMENTS TO THE AGREEMENT FOR CITY CLERK SERVICES TO: PROVIDE FOR A MERIT INCREASE; PROVIDE FULL COVERAGE OF HEALTH INSURANCE PREMIUMS FOR THE CITY CLERK AND HER DEPENDENTS; PROVIDE FOR A LONGER SEVERANCE PAY PERIOD; AND, PROVIDE FOR AN ANNUAL PERFORMANCE EVALUATION IN THE MONTH OF JUNE.

WHEREAS, the City Council entered into a City Clerk Employment Agreement (Agreement) with Andrea Sanders (City Clerk), effective August 2, 2022; and

WHEREAS, Section 2.16.020 of the Campbell Municipal Code provides that compensation for all appointed officers and employees of the City shall be fixed by Resolution; and

WHEREAS, it is necessary for the City Council to review and duly approve and adopt in accordance with requirements of applicable public meetings laws a publicly available salary schedule; and

WHEREAS, on July 31, 2023, the City Council concluded its annual performance evaluation of the City Clerk and endorsed her commendable performance; and

WHEREAS, thereafter, the City Council directed staff to return to the City Council with amendments to the Agreement for their consideration and approval; and

WHEREAS, the City Council specifically directed staff to return with language amending the Agreement to: include a merit increase in the salary for the City Clerk from Step 1 ($73.25) per hour to Step 2 ($76.88) per hour based on her strong performance as City Clerk; provide for the City's full coverage of Health Insurance Premiums for the health plan chosen by the City Clerk for her and her dependents; lengthen the severance pay period from 3 months to 6 months; and shift the evaluation month during which the City Clerk has her annual performance evaluation from August to June;

NOW THEREFORE BE IT RESOLVED that the City Council hereby approves amendments to the Agreement for City Clerk Services to: (1) adjust the salary of the City Clerk to $76.88 per hour to reflect Step 2 of the City Clerk Classification adopted salary table; (2) provide for the full payment of the premium charged for any health plan selected by the City Clerk for her and her dependents; (3) lengthen the severance pay period to 6 months; and (4) change the month during which the City Clerk has her annual performance evaluation from August to June.

PASSED AND ADOPTED this 5th day of September, 2023, by the following roll call vote:

AYES: Councilmembers: Lopez, Scozzola, Furtado, Landry, Bybee
NOES: Councilmembers: None
ABSENT: Councilmembers: None

APPROVED:

Anne Bybee, Mayor

ATTEST:

Andrea Sanders, City Clerk

RESOLUTION NO. 13202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING AN AMENDMENT TO THE FIRST AMENDED AGREEMENT FOR CITY CLERK SERVICES TO PROVIDE FOR A MERIT INCREASE

WHEREAS, the City Council entered into an Agreement for City Clerk Services (Agreement) with Andrea Sanders (City Clerk), effective August 2, 2022; and

WHEREAS, in August 2023, the City Council approved a First Amended Agreement for City Clerk Services (First Amended Agreement) to provide for a salary adjustment and certain specified benefits; and

WHEREAS, Section 2.16.020 of the Campbell Municipal Code provides that compensation for all appointed officers and employees of the City shall be fixed by Resolution; and

WHEREAS, on July 2, 2024, the City Council conducted its annual performance evaluation of the City Clerk and endorsed her commendable performance; and

WHEREAS, the City Council then directed staff to return to the City Council with an amendment to the First Amended Agreement to provide for a merit increase in the salary for the City Clerk from Step 2 to Step 3 based on her strong performance as City Clerk.

NOW THEREFORE BE IT RESOLVED that the City Council hereby approves an amendment to the First Amended Agreement for City Clerk Services to adjust the salary of the City Clerk by amending the second sentence of paragraph "2." entitled, "**PAYMENT**" to provide as follows:

> "The compensation for City Clerk as of the first pay period in August 2024 is Eighty-three Dollars and Eighteen cents ($83.18) per hour, which amount may be adjusted from time to time."

PASSED AND ADOPTED this 20th day of August 2024, by the following roll call vote:

AYES: Councilmembers: Bybee, Furtado, Scozzola, Lopez, Landry
NOES: Councilmembers: None
ABSENT: Councilmembers: None

APPROVED:

Susan M. Landry

Susan M. Landry, Mayor

ATTEST:

Andrea Sanders

Andrea Sanders, City Clerk

RESOLUTION NO. 26-13430

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL APPROVING AN AMENDMENT TO THE FIRST AMENDED AGREEMENT FOR CITY CLERK SERVICES TO PROVIDE FOR A MERIT INCREASE.

WHEREAS, in August 2022, the City of Campbell ("City") entered into an Agreement for City Clerk Services with Andrea Sanders ("City Clerk"); and

WHEREAS, in August 2023, the City and the City Clerk agreed to the First Amended Agreement for City Clerk Services ("First Amended Agreement"); and

WHEREAS, on July 7, 2026, the City Council conducted its annual performance evaluation of the City Clerk and directed staff to return with a proposed amendment to the First Amended Agreement to reflect a merit increase from Step 4 (Eighty-seven Dollars and Thirty-one cents ($87.31) per hour) of the City's Classification and Salary Schedule to Step 5 (Ninety-one Dollars and Sixty-nine cents ($91.69) per hour) of the City's Classification and Salary Schedule; and

WHEREAS, Section 2.16.020 of the Campbell Municipal Code provides that compensation for all appointed officers and employees of the City shall be fixed by Resolution;

NOW THEREFORE BE IT RESOLVED that the City Council hereby approves an amendment to the First Amended Agreement for City Clerk Services to replace the second sentence of paragraph "2." entitled, "**PAYMENT**" with the language below:

> "The compensation for City Clerk as of the first pay period in August 2026 is Ninety-one Dollars and Sixty-nine cents ($91.69) per hour, which amount may be adjusted from time to time."

PASSED AND ADOPTED this 18th day of August 2026, by the following roll call vote:

AYES: Councilmembers: Lopez, Hines, Scozzola, Bybee, Furtado
NOES: Councilmembers: None
ABSENT: Councilmembers: None

APPROVED:

Daniel E. Furtado, Mayor

ATTEST:

Andrea Sanders, City Clerk