

CITY OF WESTMORLAND

REPORT TO CITY COUNCIL

MEETING DATE: December 3, 2025

FROM: Laura Fischer, Manager

SUBJECT: Ratify Amendment to Employment Contract with Manager.

ISSUE: Shall the Board Ratify the Amendment to Employment Contract with Laura Fischer?

FISCAL IMPACT:

None.

DISCUSSION:

The Amendment to the Employment Contract with the General Manager extends the term for one year through 2026 and updates the Scope of Work.

ALTERNATIVES:

- 1) Do not approve the Amendment to Employment Contract with the General Manager.
- 2) Provide alternate direction to staff.

Respectfully Submitted,

Laura Fischer, General Manager

Attachment: Amendment to Employment Contract

EMPLOYMENT AGREEMENT

AMENDMENT Number 2

12/03/2025

THIS AGREEMENT is made between The City of Westmorland, ("CITY"), a public entity, and Laura Fischer, ("FISCHER") an individual, for employment and service as Part-Time Manager for The City of Westmorland. This Agreement was AMENDED to modify the SCOPE OF WORK presented to Council on December 3, 2025.

1. **Term** - Employment shall commence DECEMBER, 2025, or sooner if requested by the CITY, for a period of one year. Thereafter, the parties may mutually agree to extend or modify this agreement. Provided, however, that the duration of this term shall not prevent, limit, or otherwise interfere with the right of the CITY to terminate the service of FISCHER as provided within this agreement. This agreement shall be automatically renewed for successive one-year periods unless the CITY notifies FISCHER, in writing, at least 10 days before the expiration of the initial term or any successor term, of the CITY's intent not to renew this agreement. **NO CHANGES TO TERMS WITH AMENDMENT #2 DATED 1012/3/2025.**

2. **Duties** - FISCHER will serve as Part-Time Manager for The City of Westmorland, to fulfill all duties set forth by the Government Code and Ordinance as well as such additional responsibilities delegated by the City. The duties assigned to FISCHER as Part-Time Manager do not include management or oversight of the Police and or Fire Departments. Current Department Management duties include:

- Finance
 - Audits – COMPLETED (FY 2020, 2021, 2022, 2023, 2024)
 - MODIFIED TO INCLUDE AUDITS FOR 2025 & 2026 General City Wide Audit, Transportation Act, Single Audit (if needed) **ON GOING**
 - Accounting System Acquisition/Implementation – **ON GOING**
 - Grant Management Including Writing and Administration – **ON GOING**
 - Budget Preparation and Reporting – COMPLETED 2025 & 2026 BUDGET
 - **MODIFIED TO INCLUDE BUDGET FOR 2027**
- Public Works
 - Public Works Capital Improvement Projects – ON GOING
 - **MODIFIED TO INCLUDE**
 - WATER TREATMENT PLANT PROJECTS
 - Assist Ramiro with EDWG State Revolving Funds **ON GOING**
 - STREET PROJECTS
 - Assist Ramiro with Street Projects **ON GOING**
 - PARKS PROJECTS
 - PER CAPITA Park **COMPLETED**
 - Tree Grant – **ON GOING**
 - SEWER PROJECTS
 - Include in CIP **ON GOING**
 - Waste Hauling Contract Management – **COMPLETED**

- **AMENDED DUTIES FOR 2025**
 - DEVELOP CITY WIDE POLICIES AND HAVE COUNCIL ADOPT – **NOT STARTED**
 - NEW DEVELOPMENT- planning process – **REAP GRANT ON GOING**
 - WATER SEWER MASTER PLANS - **COMPLETED**
 - WATER AND SEWER RATE STUDY AND RATE IMPLEMENTATION - **ON GOING**
 - CDBG LOAN PROGRAM AUDIT AND REPORTS (past due) **COMPLETED**, BUT STILL ON GOING WITH NEW PLHA AND ANNUAL REPORTING
 - CONSUMER CONFIDENCE REPORT **ANNUAL**
- **ADDITIONAL ITEMS ADDED IN 2025 THAT ARE ON GOING**
 - AB 617 GRANT APPLICATIONS (THREE)
 - REAP GRANT – PLANNING DEVELOPMENT
 - NEGOTIATED LOVE’S DEVELOPMENT AGREEMENT AMENDMENT
 - PUBLIC SAFETY BUILDING USDA GRANT & CONGRESSIONAL GRANT
 - STREET ANALYSIS
 - RDA ADMINISTRATIVE FUNDS AUDIT INTERNAL

ACTION ITEMS FOR 2026

- **DEVELOP CITY WIDE POLICIES AND HAVE COUNCIL ADOPT – NOT STARTED**
- **COMPLETE ON GOING GRANTS**
 - EDWG WATER (Assist Ramiro)
 - REAP – PLANNING DEVELOPMENT
 - USDA & CONGRESSIONAL – PUBLIC SAFETY BUILDING
 - PLHA HOUSING
 - POSSIBLE AB 617 PAVING
 - IID TREE GRANT
 - CMAQ – SIDEWALK (Assist Ramiro)
- **COMPLETE ON GOING PROJECTS**
 - FINANCE DEPARTMENT – TRANSACTION REVIEW
 - RATE STUDY
 - STREET ANALYSIS
- **COMPLETE ANNUAL REPORTS FOR 2026**
 - AUDIT
 - STREET REPORT
 - BUDGET
 - CAPITAL IMPROVEMENT PLANT
 - RESERVE RESOLUTION
 - PUBLIC SAFETY FUNDING SALES TAX
 - ICTC AUDITS
 - ROPS
 - CONSUMER CONFIDENCE REPORT

3. **Hours** - FISCHER will dedicate a maximum of 64 productive hours per pay period to the management of assigned duties for the CITY. Office hours are not fixed, and FISCHER may work

remote if efficiency and productivity are not compromised by doing so. FISCHER is not entitled to overtime or compensatory time and shall manager hours to not exceed a maximum of 64 hours per pay period. **NO CHANGE WITH AMENDMENT #2 DATED 12/3/25**

4. **Holidays** – FISCHER is entitled to the same holidays as all other Citystaff, but is not entitled to compensation for holiday hours or holiday pay. **NO CHANGE WITH AMENDMENT #2 DATED 12/3/25.**

5. **Personal Time Off** - FISCHER shall schedule any necessary personal time off with the mayor. FISCHER is not entitled to any personal time compensation or pay. **NO CHANGE WITH AMENDMENT #2 12/3/25.**

6. **Insurance** – FISCHER is not entitled to receive any medical insurance coverage. However, FISCHER will be included in the CITY's state mandated insurance coverages such as Disability and Workers' Compensation. **NO CHANGE WITH AMENDMENT #2 12/3/25.**

7. **Retirement** - FISCHER is not entitled to retirement benefits. **NO CHANGE WITH AMENDMENT #2 12/3/25.**

8. **Compensation** – FISCHER shall receive \$60.00 per hour, payable according to the usual pay periods of the CITY. The CITY agrees to conduct annual evaluations of FISCHER, and may grant a merit hourly rate increase after the first year, or sooner, at the CITY's sole discretion, if FISCHER exceeds mutually agreed upon performance standards. **NO CHANGE WITH AMENDMENT #2 12/3/25.**

9. **Termination** - This is a professional position serving at the pleasure of the City Council for the City of Westmorland, not subject to personnel rules. No specific grounds are necessary for termination of employment. Termination may occur as set forth below. **NO CHANGE WITH AMENDMENT #2 12/3/25.**

10. **Termination Notice** – Termination may occur by the CITY giving FISCHER written notice of termination ten (10) or more days before the termination date. Termination may occur by FISCHER giving the CITY written notice of termination thirty (30) days before the termination date. FISCHER shall not be entitled to severance pay. **NO CHANGE WITH AMENDMENT #2 12/3/25.**

11. **Termination - Misconduct in Office** - Immediate suspension or termination may occur upon the finding by a majority of the Council that Fischer has misappropriated public funds, violated public trust for the gain of herself or others, breached any fiduciary responsibility to the CITY, or committed misconduct in office which would amount to a crime, provided, however, FISCHER shall be given ten (10) days written notice setting forth such charges before termination occurs. In the event of such notice, and upon request of FISCHER, the CITY shall meet with FISCHER in closed session to inform her of the reasons for termination. **NO CHANGE WITH AMENDMENT #2 12/3/25.**

12. **Notices** - Notices pursuant to this contract shall be given by deposit in custody of the United States Postal Service, within the County of Imperial, postage prepaid, addressed as follows or as later designated: **NO CHANGE WITH AMENDMENT #2 12/3/25.**

WESTMORLAND: The City of Westmorland
355 South Center Street
Westmorland, CA 92281

Part-Time Manager: Laura Fischer
770 Circle Drive
Holtville, CA 92250

With a copy to: Mitch Driskill
Walker & Driskill, PLC
300 South Imperial Avenue., Ste. 10
El Centro, CA 92243

Alternatively, notices required pursuant to this contract may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

13. **General Provisions** - The text herein shall constitute the entire agreement between the parties; provided however, State law and local ordinance shall govern if inconsistent with this agreement. If any provision, or any portion thereof, contained in this contract is held unconstitutional, invalid, or unenforceable, the remainder of this contract, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. **NO CHANGE WITH AMENDMENT #2 12/3/25.**

14. **Entire Agreement** - This agreement contains the entire understanding between the parties with respect to the subject matter contained herein, and may only be altered or modified by a subsequent written agreement. **NO CHANGE WITH AMENDMENT #2 12/3/25.**

THE CITY OF WESTMORLAND

DATED: _ _ _ _ _

By: _____
Judith Rivera, Mayor

DATED:

Laura Fischer