RESOLUTION NO. 18-98

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ESTABLISHING THE COMPENSATION AND EMPLOYMENT TERMS FOR THE POSITION OF COMMUNITY DEVELOPMENT DIRECTOR

WHEREAS, currently, Norma M. Villicana, the Community Development Director ("the Employee") is compensated pursuant to Resolution No. 16-25 adopted May 17, 2018; and

WHEREAS, the City Council of the City of El Centro ("the City Council") finds that the approval of this resolution will be in the best interest of the City of El Centro, California ("the City" or "the Employer") because it will establish the compensation provisions for the Employee;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The foregoing is true and correct and adopted hereby.

2. That Resolution No. 16-25 is hereby repealed.


Effective July 3, 2018, the Employee shall receive a base salary of eleven thousand seven hundred thirteen and thirty-five cents dollars ($11,713.32) per month for the administrative services rendered to the City.

Effective July 7, 2020, the Employee shall receive a base salary of twelve thousand one hundred twenty-three dollars and thirty-two cents ($12,123.32) per month for the administrative services rendered to the City.

4. Performance Increase.

The Employee's anniversary date shall be July 1, 2011. The Employee shall be evaluated by the City Manager on July 1 on each subsequent anniversary date. Any performance pay increase for the Employee will be subject to the performance pay authorization adopted by resolution of the City Council when the City Council approves the budget.

5. Medical/Life Insurance.

a) Group Health Plan. From the date of employment, the Employee shall be eligible for the Employer's comprehensive major medical, dental, life and vision care insurance program. The Employee may obtain coverage for her legal dependents under such program. The City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

 Employee Only: Up to $672.88 per month
 Spouse: Up to $997.34 per month
Child(ren): Up to $941.98 per month  
Spouse & Children: Up to $1,255.88 per month

During the first week of December of each year, the parties agree to a briefing regarding the determination of any adjustments to the above-referenced premiums.

b) **Life Insurance.** The Employee shall be eligible for term life insurance provided by the City in the amount of two hundred thousand dollars ($200,000) up to the age of seventy (70). If employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City’s contract with the Life Insurance Administrator.

c) **Disability Insurance.** The Employer shall continue to provide disability insurance to the Employee.

6. **Retirement.** The Employee shall be eligible to participate in the City’s retirement plan with the California Public Employees’ Retirement System (“CalPERS”). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. Effective June 26, 2012, the Employee shall pay the employee portion of seven percent (7%). The Employee’s contributions will be paid pre-tax under IRS section 414 (h) (2).

Upon retirement from the City, the Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program.

If the sum of the Employee’s age (expressed in years and complete months) plus the “years of service credit with the City” (as reflected in CalPERS records) totals seventy-five (75) or greater, the Employer shall pay six hundred nineteen dollars and one cent ($619.01) towards the cost of the Employee’s portion of said insurance until the Employee reaches age sixty-five (65). During this time, insurance coverage will be available to the Employee’s dependents at the Employee’s expense. At age sixty-five (65), the retired Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee’s expense.

7. **At-Will Employment Status.** It is understood and agreed to by and between the City and the Employee that the Employee’s employment is at-will and that the Employee serves at the pleasure of the City Manager. The Employee acknowledges and agrees that as a condition of employment as Community Development Director, and in exchange for the salary and benefits described herein, she waives any property interest in any positions that previously she held with the City and has no right of reinstatement to any former position upon termination of her employment as Community Development Director.

8. **Exemption from City’s Personnel System.** It is further understood by the City and the Employee that the Employee cannot contest discipline or a separation from employment under the City’s Personnel System. The Employee understands that she
is exempt from the City's Personnel System and has no property right in her employment or civil service protection.

9. City's Policies and Procedures Applicable to the Employee. It is also understood that the Employee must, however, abide to City policies and procedures related to safety, discrimination, harassment, drug-free workplace, etc.

10. Vacation Leave. The Employee shall accrue vacation leave. Vacation leave is provided to the Employee for the purpose of rest and relaxation from duties and for attending to personal business.

   a) Accrual. The Employee's vacation leave shall accrue at a rate of six and fifteen one hundredths (6.15) hours bi-weekly.

   b) Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate.

   c) Scheduling. The Employee's requests to take vacation leave must have the prior approval of the City Manager. Such approval shall not be unreasonably withheld.

   d) Payment of Vacation Leave at Termination. Upon termination of employment, the Employee shall be paid for any accrued vacation leave at the Employee's current rate of pay.

11. Cash out of Vacation or Annual Leave Hours: Employees covered by this MOU may sell back up to forty (40) vacation or annual leave hours for Fiscal Year 2018/2019. After Fiscal Year 2018/2019 and for the rest of the term of this MOU, employees may request to sell back up to twenty (20) hours of vacation or annual leave hours. Employees may not go below eighty (80) hours of accumulated vacation or annual leave. The request to sell back vacation/annual leave hours may be made only once per fiscal year in the month of November for payment on the first pay period in December. Employees shall send the request to sell back vacation or annual leave to the Human Resources Director and once approved, the request will be sent to payroll for processing.

12. Sick Leave. The Employee shall accrue sick leave.

   A. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredths (3.69) hours bi-weekly.

   B. Accumulation. Sick leave hours may be accumulated without restriction.

13. Administrative Leave. The Employer shall provide the Employee with eight (8) days of paid administrative leave per year effective July 1 of each year. Administrative leave shall not accumulate from year-to-year. Any administrative leave time remaining in the Employee's account as of June 1 of any year may be converted to cash, provided, however, that the total leave converted shall not exceed five (5) days. If administrative leave is not converted, any administrative leave time remaining as
of June 30 shall be forfeited.

14. **Car Allowance.** The Employee shall receive a car allowance in amount of three hundred dollars ($300) per month. In this regard, said car allowance applies to the Employee’s use of her personal vehicle within Imperial County. The Employee is entitled to file a claim of reimbursement for use of her personal vehicle on City business for vehicular travel outside of Imperial County.

15. **Holidays.** The Employer shall provide the following paid holidays:

1. The first (1st) day of January – New Year’s Day;
2. The third (3rd) Monday in January – observed as the anniversary of the birth of Martin Luther King, Jr.;
3. The third (3rd) Monday in February – observed as the anniversary of the birth of George Washington;
4. One-half (.5) day on the afternoon of the Friday before Easter (Good Friday);
5. The last Monday of May – Memorial Day;
6. The fourth (4th) day of July – Independence Day;
7. The first (1st) Monday in September – Labor Day;
8. The eleventh (11th) day of November – Veteran’s Day;
9. The fourth (4th) Thursday in November – Thanksgiving Day;
10. The day following Thanksgiving Day;
11. The twenty-fifth (25th) day of December – Christmas Day;
12. One-half (.5) day on the afternoon of the twenty-fourth (24th) day of December (Christmas Eve);
13. One-half (.5) day on the afternoon of the thirty-first (31st) day of December (New Year’s Eve);
14. The anniversary of the birth of the Employee.

16. **Bereavement Leave.**

a) In the event of a death in the Employee’s immediate family, the Employee shall be eligible for a leave of absence for up to three (3) regularly-scheduled days. If required travel exceeds five hundred (500) miles each way, the Employee may be granted one (1) additional day (eight (8) hours) of bereavement leave. During such leave, the Employee shall be paid her regular salary; provided, however, that prior approval for the use of such leave is obtained from the Employee’s supervisor.

b) The Employee’s immediate family shall be defined as spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild.

c) Documentation of the date and location of the funeral and the date of burial shall be furnished by the Employee upon request of the City.

17. **Full-Time Commitment.** During the term of this agreement, the Employee shall dedicate her full-time to fulfilling her responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of her
duties as the Director of Community Development.

18. **Employment Termination/Severance Pay.** The employment of the Employee shall terminate upon written notice by either party. However, should such termination be instigated by the City, then the Employee shall receive severance pay in an amount equal to the Employee’s base monthly salary at the last date Employee is at work (and not on leave status) with the City times four (4) months. Entitlement to all other benefits cease with the Employee’s termination from employment with the City.

19. **Severability.** If any of the provisions of this agreement are held to be illegal, invalid or unenforceable in any respect, the remainder of the agreement and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

20. **Assignment.** This agreement shall be binding upon and inure to the benefits of the Employer, its successors it assigns and to the benefit of the Employee, her heirs, and legal representatives, except that the Employee’s duties to perform future services and the right to receive payment therefore are hereby expressly agreed to be non-assignable and non-transferable.

21. **Governing Law.** This agreement shall be governed by the laws of the State of California, and any litigation concerning this agreement shall be filed and maintained in the State of California, County of Imperial.

22. **Attorneys’ Fees/Costs.** Each party shall bear its own attorneys’ fees or costs associated with litigation concerning this agreement.

23. **Reimbursement of Cash Settlement upon Conviction of a Crime Involving Office or Position.** Regardless of the term of this agreement, if this agreement is terminated, any cash settlement related to the termination that the Employee may receive from the City shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position.

24. **Complete Agreement.** This document between the parties constitutes the complete agreement and supersedes all previous agreements and understandings.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 6th day of Nov., 2018.

CITY OF EL CENTRO

By: Cheryl Viegas-Walker, Mayor

ATTEST:

By: L. Diane Caldwell, City Clerk
APPROVED AS TO FORM:
Office of the City Attorney

By Elizabeth L. Martyn
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA  )
COUNTY OF IMPERIAL  ) ss
CITY OF EL CENTRO  )

I, L. Diane Caldwell, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 18-98 was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 6th day of Nov., 2018, by the following vote:

AYES: Cardenas, Jackson, Viegas-Walker, Garcia, Silva
NOES: None
ABSENT: None
ABSTAINED: None

By L. Diane Caldwell, City Clerk

I agree to the foregoing:

Norma M. Villicaña  11/8/18
Norma M. Villicaña  Date