RESOLUTION NO. 18-108

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO
IDENTIFYING, RECOGNIZING AND ESTABLISHING TERMS AND
CONDITIONS OF EMPLOYMENT FOR UNREPRESENTED FIRE SAFETY
MANAGEMENT EMPLOYEES

WHEREAS, the City Council wishes to identify and recognize all current employees that are in Unrepresented Fire Safety Management classifications; and

WHEREAS, the City Council wishes to declare that all of these classifications are presently unrepresented and are not members of any employee labor group for purposes of collective bargaining or representation; and

WHEREAS, it is the intent of the City Council that all of the classifications listed in this resolution be exempt under State and Federal Fair Labor Standards Act ("FLSA") statutes, rules and regulations; and

WHEREAS, currently, the Unrepresented Fire Safety Management Employees are compensated pursuant to Resolution No. 15-46 adopted June 2, 2015; and

WHEREAS, the City Council finds that it is in the best interests of the City to adopt this resolution at this time identifying and recognizing all of the classifications that presently belong to this group known as Unrepresented Fire Safety Management Employees.

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

1. That the foregoing is true, correct and adopted.

2. That Resolution No. 15-46 is hereby repealed.

3. That the classifications belonging to this group, hereinafter known as the Unrepresented Fire Safety Management Employees are:

   Fire Battalion Chief

4. The terms and conditions of employment for each classification listed above and hereby established upon adoption are:

   a. **Salary and Performance Increases:** Each of the employees herein shall receive no less than the cost of living adjustment and merit increases for their pay and classifications as agreed upon with all other safety employee groups, whichever is higher. These increases shall be on the same terms and conditions as granted to the aforementioned groups. The salary ranges of the employees covered by this resolution shall be adjusted as follows:
1. No employee shall be paid less than Step 1 or more than Step 11.

2. For fiscal year 2018/2019, employees will receive a cost of living adjustment of 5% of base salary as of July 3, 2018.

3. For fiscal year 2019/2020, employees will receive a cost of living adjustment of 4% of base salary as of July 2, 2019.

4. For fiscal year 2020/2021 and from July 1, 2021 to December 31, 2021, employees will be eligible for a maximum of two (2) step increases on their anniversary date (as defined below) beginning on July 1, 2020 and ending on December 31, 2021, conditioned upon the following:

   a. The Employee’s evaluation must rate his/her performance satisfactory or better;
   b. It is expected that the annual evaluation shall occur on an employee’s anniversary date. If the evaluation occurs after the anniversary date and the evaluation rates the performance at satisfactory or better, the step increase will be retroactive to the anniversary date.

5. Effective as of July 1, 2018, Step 11 shall be added to salary steps. All employees who have been in Step 10 for five continuous years, commencing July 2015, and receiving satisfactory or higher performance evaluations during those five years shall be placed on Step 11 as of their anniversary date.

6. Future step increases beyond the termination of this MOU on December 31, 2021 shall be available only upon future agreement of the City pending the outcome of negotiations for a successor MOU.

b. **On-Call Pay:** Employees classified in this unit as exempt under FLSA guidelines are not entitled to On-Call Pay. FLSA non-exempt members covered by this resolution shall receive “On-Call” pay at the rate of four (4) hours for each twenty-four (24) hour shift employee is assigned to an “On-Call” status.

c. **Call-Back Pay:** Employees classified in this unit as exempt under FLSA guidelines are not entitled to Call-Back Pay. Employees classified in this unit as non-exempt under FLSA guidelines who has been released from work and called back to duty before his/her next regularly-scheduled shift shall be paid for two (2) hours of work in addition to the time the employee actually works. Regularly-scheduled overtime will not make an employee eligible for call-back pay under this section.

d. **Overtime Compensation:**

   - Forty (40) hour employees in this unit are considered exempt under Fair Labor Standards Act (“FLSA”) guidelines, and are therefore not eligible for overtime compensation unless such overtime is reimbursable by a State, Federal, or other agency (for example, assignment to a strike team). In such cases, overtime shall only
be paid for those overtime hours that fall outside of the employee’s regularly-scheduled hours and meet the criteria for reimbursement. If an employee must be hired back to cover for another employee’s assignment to a reimbursable incident, the replacement employee shall receive the overtime during the assigned employee’s normal working hours.

- A twenty-four (24) hour shift employee who works a fifty-six (56) hour work week shall be compensated at one and one-half (1.5) times the employee’s regular rate of pay for all hours worked in excess of one hundred eighty-two (182) hours in a work period. The scheduled use of vacation leave and compensatory time shall be considered hours worked.

- Twenty-four (24) hour shift employees shall have the option to accumulate compensatory time off in lieu of overtime pay to a maximum of two-hundred forty (240) hours at any given time. Employees shall have the option to request to be paid for up to fifty-six (56) hours of accumulated compensatory time on any payday.

e. Overtime Pay for Extraordinary Duty (40 hour employees):

- Battalion Chiefs assigned to 40 hour work weeks are exempt employees who are occasionally required to commit to large scale or catastrophic events or mutual aid events that may span multiple operational periods. These types of events would include: floods, earthquakes, declared disasters, fires and prolonged emergency situations. These extraordinary events may be more than thirty-six (36) hours in duration. Such service is considered “extraordinary” and is beyond the scope of their normal duties. The City of El Centro intends to fairly compensate exempt classes of this unit at an overtime rate of time and one half times their base pay for direct and indirect work during such extraordinary events in order to protect life, property and the environment.

- Battalion Chiefs assigned to 40 hour work week, who respond to an extraordinary event that exceeds 36 hours of duration shall be considered to be reassigned to a 56 hour work week and overtime shall be paid in the same fashion as a Battalion Chief assigned to a shift 56 hour work week: section 4.d.

- For incident response of thirty-six (36) hours or less there may be no overtime pay. If the duration of the response exceeds thirty-six (36) hours, overtime pay shall cover the entire time of the extraordinary commitment, beginning at the time of initial dispatch from home base, to the time of return to home base; portal to portal. There shall be only one thirty-six (36) hour period from time of original dispatch, regardless of the number of assignments, until normal scheduled duties are resumed.

f. Overtime Pay for Extraordinary Duty (56 hour employees): Employees covered by this MOU are occasionally required to commit to large scale or catastrophic events or mutual aid events that may span multiple operational periods. These types of events would include: floods, earthquakes, declared disasters, fires and prolonged emergency situations. These extraordinary events may be more than twenty-four (24) hours in duration. Such service is considered “extraordinary” and is beyond the scope of their normal duties. The City of El Centro intends to fairly compensate all classes of this unit at an overtime rate of time pursuant to Section 4.d of this MOU for direct and indirect work during such extraordinary events in order to protect life, property and the environment beginning at the time of initial dispatch.
from home base, to the time of return to home base; portal to portal.

g. Management Incentive Pay: Employees covered by this resolution that are promoted/hired after July 1, 2012 and classified as exempt under the FLSA guidelines will receive Management Incentive Pay of seven thousand dollars ($7,000) annually to be paid bi-weekly at two hundred sixty-nine dollars and twenty-three cents ($269.23) which will be reported to the California Public Employee Retirement System ("CalPERS").

h. Longevity Pay: Employees covered by this resolution shall not be entitled to longevity pay.

i. Holiday Pay: Employees covered by this resolution shall be granted the following paid holidays:

1. The first (1st) day of January - New Year’s Day;
2. The third (3rd) Monday in January - Martin Luther King, Jr. Day;
3. The third (3rd) Monday of February – President’s Day;
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 the fourth (4th) Thursday in November, known as the day after Thanksgiving;
11. The twenty-fifth (25th) day of December - Christmas Day;
12. The anniversary of the birth of the employee.
13. One-half (.5) day on the afternoon of December 24th; and
14. One-half (.5) day on the afternoon of December 31st.
15. When the twenty-fourth (24th) day and the thirty-first (31st) day of December falls on either a Saturday or Sunday, each half day holiday shall be taken on the Friday preceding December 24th and December 31st.

For a 40 hour week employee covered in this agreement and the birthday holiday is not observed during the pay period in which it falls shall be converted to vacation leave and added to the employee's annual leave balance, provided such request is made on the employee's time sheet for the payroll period in which the birthday holiday falls. If such request is not made, the birthday holiday shall be considered forfeited.

Employees covered by this resolution and are classified as FLSA non-exempt employees assigned to “shift” shall receive one hundred (100) hours of additional pay payable on the last payday in November of each year.

j. Retirement

- Each employee covered by this resolution shall be placed in the CalPERS three percent (3%) at fifty (50) retirement plan. 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 full employee portion of nine (9%). Employee contributions will be paid pre-tax under IRS §414(h)(2).

- Employees hired on or after January 1, 2013 that are considered “new employees” or “new members” as those terms are defined in the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”) and covered by this resolution shall be placed in the CalPERS 2.7% at 57 retirement plan. The City will contribute one hundred present (100%) of the employer contribution amount as determined CalPERS. Employees required contribution amount shall be as determined by CalPERS.

- The City will continue to contract with CalPERS to provide the one (1) year final compensation benefit option (Government Code §20042) for those employees hired prior to January 1, 2013 that are not considered “new employees” or “new members” as those terms are defined in PEPRA. For “new employees” or “new members” as those terms are defined in PEPRA hired on or after January 1, 2013, the City will contract with CalPERS to provide the highest average annual pensionable compensation earned by the employee during a period of at least thirty-six (36) months (Government Code §7522.32). The City will continue to contract with CalPERS to provide for the fourth (4th) level of 1959 Survivor benefit (Government Code §21583) for all employees covered by this resolution. The City will pay the applicable employer cost, and each employee will pay the applicable employee cost.

k. Administrative Leave: Employees classified as exempt under FLSA guidelines shall receive sixty-four (64) hours of paid Administrative Leave per year effective July 1 of each year on a non-accruable basis; provided, however, that an employee joining the City’s professional staff after December 31 of a fiscal year shall receive twenty (20) hours of paid Administrative Leave during that year. Any Administrative Leave time remaining in an employee’s account as of June 1 of each year may be converted to cash; provided, however, that the total leave converted shall not exceed forty (40) hours. Administrative Leave provided pursuant to this section shall not be considered “vacation leave” within the meaning of Labor Code §227.3, and any remaining Administrative Leave time remaining as of June 30 shall be forfeited.

l. Clothing Allowance

- Effective July 1, 2017, employees will receive on thousand five hundred dollars ($1,500) annually to be paid bi-weekly at fifty-seven and sixty-nine cents ($57.69).
- Employees covered by this resolution that are hired after the beginning of the fiscal year will be provided, by the City, five (5) full uniforms, one (1) pair of boots and two hundred fifty dollars ($250) to be used towards the purchase of one (1) dress uniform upon hire. New employees shall not be eligible for the uniform allowance until the next fiscal year.
- Current Fire Department employees covered by this resolution that are promoted to a position will be paid six hundred fifty dollars ($650). Employees shall also be eligible for uniform allowance of twenty-five ($25) bi-weekly, until the beginning of the next fiscal year – wherein the regular uniform allowance shall take effect.
m. Medical Insurance

• Each employee filling a full-time position and in a pay status for at least thirty (30) hours per week shall have the opportunity to participate in the City’s comprehensive major medical, dental, life and vision care insurance program. The employees covered by this resolution may obtain coverage for their legal dependents under the same comprehensive major medical, dental, life and vision care insurance program. The City will contribute on behalf of the employee the following amounts to the health insurance premiums:

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>Up to $672.28 per month</td>
</tr>
<tr>
<td>Spouse:</td>
<td>Up to $997.34 per month</td>
</tr>
<tr>
<td>Child(ren):</td>
<td>Up to $941.98 per month</td>
</tr>
<tr>
<td>Spouse &amp; Children:</td>
<td>Up to $1,255.88 per month</td>
</tr>
</tbody>
</table>

• The employee shall have the option of participating in the “buy down level” or “limited plan” of said program and receiving the difference in premium from the “core level” as a credit on their paycheck. An employee on an approved leave of absence without pay from the City may continue to carry the City’s comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City’s Personnel Rules and Regulations.

• Employees covered by this resolution who retire from the City shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program. If the sum of an employee’s age (expressed in years and complete months), plus the years of service credit with the City (as reflected in the records of the CalPERS) totals seventy (70) or more upon retirement, the City shall pay six hundred nineteen dollars and one cent ($619.01) per month towards the retiree portion of said insurance until the retiree reaches age sixty-five (65). During this time, insurance coverage will be available for the retiree’s dependents at the retiree’s expense. At age sixty-five (65), the retired employee may elect to continue said insurance coverage, including dependent coverage, at the retiree’s expense.

n. Life Insurance

• The City shall provide a total of term life insurance and accidental death and dismemberment coverage in the amount of seventy-five thousand ($75,000) each for all employees covered by this resolution.

• Payroll Deductions for Additional Life Insurance. In addition to the amounts provided under paragraph a and b, the City agrees to make payroll deductions and send them to the insurance carrier for members of this unit who decide to purchase an additional one hundred thousand dollars ($100,000) of group term life insurance for any employee covered by this agreement. The condition is that each employee or member covered hereby shall be responsible for making the changes to the coverage and requesting said payroll deductions.

o. Disability Insurance: The City shall provide short-term disability and long-term disability insurance coverage for all employees covered by this resolution.
p. Sick Leave

- Members eligible for sick leave shall accrue biweekly, as follows:
  
  - 5.53 hours - for employees assigned to a 56 hour work week
  - 3.69 hours - for employees assigned to a 40 hour work week

q. Vacation Leave

- Members eligible for vacation leave working a fifty-six (56) hour work week shall accrue biweekly, as follows:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Accrual Rate Per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 6 years</td>
<td>6.46 hours</td>
</tr>
<tr>
<td>6 to 11 years</td>
<td>8.31 hours</td>
</tr>
<tr>
<td>11+ years</td>
<td>10.15 hours</td>
</tr>
</tbody>
</table>

- Members eligible for vacation leave working a forty (40) hour work week shall accrue biweekly, as follows:

<table>
<thead>
<tr>
<th>Years of Continuous Service</th>
<th>Accrual Rate Per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 6 years</td>
<td>4.62 hours</td>
</tr>
<tr>
<td>6 years</td>
<td>4.92 hours</td>
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<tr>
<td>7 years</td>
<td>5.23 hours</td>
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<tr>
<td>8 years</td>
<td>5.54 hours</td>
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<tr>
<td>9 years</td>
<td>5.85 hours</td>
</tr>
<tr>
<td>10+ years</td>
<td>6.15 hours</td>
</tr>
</tbody>
</table>

- In all cases, “continuous service” means “employed by the City”.
- Members reassigned from a fifty-six (56) hour work week to a forty (40) hour work week, shall have all sick leave and vacation balances converted by multiplying said balances by seven thousand one hundred forty-three ten thousandths (0.7143)
- Members reassigned, from a forty (40) hour work week to a fifty-six (56) hour work week, shall have all sick leave and vacation balances converted by multiplying said balances by one and four-tenths (1.4).
- Vacation Leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate. Accumulation in excess of the maximum must have prior written approval of the City Manager.
- Eligibility. Employees shall be eligible to take vacation leave after completion of one (1) month continuous full-time service.

r. Bereavement Leave: In the event of a death in an employee's immediate family, said employee shall be eligible for a leave of absence as follows:
• Members assigned to a forty (40) hour work week will be eligible for up to three (3) regularly-scheduled days per calendar year per instance. If required travel exceeds five hundred (500) miles each way, the employee may be granted an additional day of bereavement leave. During such leave, the employee shall be paid his/her regular salary; provided, however, that prior approval for the use of such leave is obtained from the employee's supervisor.

• Members assigned to a fifty-six (56) hour work week will be eligible for up to forty-eight hours per calendar year per instance. If required travel exceeds five hundred (500) miles each way, the employee may be granted an additional day of bereavement leave. During such leave, the employee shall be paid his/her regular salary; provided, however, that prior approval for the use of such leave is obtained from the employee's supervisor.

• 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. 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.

s. Personal Necessity Day: Each employee covered by this agreement shall be granted twenty-four (24) hours of leave during a fiscal year to attend to personal business. Employees shall request use of such leave on forms provided by the City, and subject to the same scheduling requirements provided under the City's Personnel Rules and Regulations. Any hours of personal necessity leave not taken prior to June 30 of a fiscal year shall be forfeited.

t. Bilingual Pay: An employee in each position designated by the Human Resources Director, after consultation with the affected Department Head, who is certified to use conversational Spanish in addition to English shall be compensated at the rated of forty ($40) per pay period effective immediately with approval of Human Resources. The City shall, during the term of this agreement, monitor the effectiveness of bilingual pay and the necessity to use Spanish as part of the affected employees’ work activities.

u. Educational Incentive Pay: Employees covered by this agreement may be eligible for the following monthly pay for certifications through the State of California:

<table>
<thead>
<tr>
<th>Position</th>
<th>Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Fire Officer</td>
<td>$40/monthly (not applicable if hired or promoted after July 1, 2015)</td>
</tr>
<tr>
<td>Executive Chief Fire Officer</td>
<td>$60/monthly</td>
</tr>
<tr>
<td>Fire Marshal</td>
<td>$40/monthly</td>
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<tr>
<td>Instructor III</td>
<td>$60/monthly</td>
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<td>Investigator II</td>
<td>$20/monthly</td>
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<td>Haz Mat Incident Command</td>
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<td>Haz Mat Specialist</td>
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<tr>
<td>Strike Team Leader</td>
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</tr>
<tr>
<td>Bachelor’s Degree</td>
<td>$50/monthly (not applicable if required for the Chief Fire Officer)</td>
</tr>
<tr>
<td>Master’s Degree</td>
<td>$75/monthly</td>
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</table>
Advanced degrees must be from an accredited university/college that has been approved by the Human Resources Department.

The amount of educational incentive pay per month is subject to a maximum of two hundred dollars ($200) monthly.

Employees will only be eligible for the above listed amount if the employee has paid for the training and attended on their own personal time. If the City has paid for the training the employee will only be eligible for fifty percent (50%) of the above listed amount and a monthly maximum of one hundred dollars ($100).

Paramedic and Limited Advance Life Support Incentive Pay: Effective July 1, 2018 any employee covered under this Agreement with the certificate Limited Advance Life Support (LALS) will receive one hundred fifty dollars ($150) monthly. Effective July 2, 2019 any employee covered under this Agreement with the certificate Limited Advance Life Support (LALS) will receive one hundred seventy-five dollars ($175) monthly. Effective July 1, 2018, any employee covered under this Agreement with the certification of EMT-P will receive two hundred twenty-five dollars ($225) monthly. Effective July 2, 2019, any employee covered under this Agreement with the certification of EMT-P will receive two hundred fifty dollars ($250) monthly.

The employee is responsible for providing proof of completion work required to obtain certificates, proof of certification, proof of renewal and good standing. The incentive pay for all certificates/degrees listed above will be effective the first pay period following the receipt of the required proof of completion.

v. Repair or Replacement of Employee’s Personal Property

The City shall reimburse employees for the repair or replacement of authorized personal property damaged or lost in the performance of their duties. The City shall pay the replacement value of any such authorized personal property with the following exceptions: sunglasses to a maximum of one hundred dollars ($100) and watches to a maximum of one hundred fifty dollars ($150). An employee may be authorized to wear while on duty an “engagement and/or wedding ring” upon submission of satisfactory proof of value thereof. The City will pay for the replacement value or three hundred dollars ($300), whichever is less, for the repair or replacement of said ring which is lost or damaged while on duty. Personal electronics (cell phones, iPads, etc) are not eligible for reimbursement.

The employee assigns any right of action against anyone from loss or damage to personal property up to the amount paid by City, and will allow any suit to be brought in his/her name by the City at City’s expense. Prior to the City commencing any civil action to recover City monies expended pursuant to this Section, City shall notify the affected employee of said action.

w. Higher Job Classification: An employee who is assigned the duties of a higher job classification shall receive a ten (10%) increase over their regular base rate of pay for all
hours that the employee is assigned to such duties.

x. **Cash Out of Vacation or Annual Leave:** Employees covered by this Agreement may cash out up to eighty (80) vacation or annual leave hours during Fiscal Year 2018/2019. For the rest of the term of this Agreement, employees may cash out up to forty (40) hours vacation or the equivalent of annual leave hours. The request to cash out 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 cash out vacation/annual leave to the Human Resources Director and once approved, the request will be sent to payroll for processing. Employees may not go below eighty (80) hours of accumulated vacation/annual leave.

y. **Tuition Reimbursement:** Tuition reimbursement shall follow the rules as specified in the City’s Personnel Rules and Regulations with the exception that the employees covered under this Resolution shall be eligible of up to one thousand two hundred ($1,200) dollars per fiscal year for tuition reimbursement and/or professional development.

z. **Personnel Rules:** Should any conflict or inconsistency exist between these terms and conditions of employment and anything contained in the City’s Personnel Rules and Regulations, the provisions of the terms and conditions of employment set forth in this resolution shall prevail.

aa. **Pay Grades, Classification and Salary**

### EFFECTIVE JULY 3, 2018

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<th>Grade/Step</th>
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### EFFECTIVE JULY 2, 2019

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</tr>
</tbody>
</table>
PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the 20th day of November 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, City Attorney

STATE OF CALIFORNIA
COUNTY OF IMPERIAL
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. 18-108 was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California, held on the 20th day of November, 2018, by the following vote:

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

By L. Diane Caldwell, City Clerk