

RESOLUTION 22- 81

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ESTABLISHING  
THE COMPENSATION FOR THE DIRECTOR OF PUBLIC WORKS AND CITY  
ENGINEER

WHEREAS, Abraham Campos ("the Employee") has been duly appointed to the position of Director of Public Works and City Engineer; and

WHEREAS, this Resolution constitutes a contract of employment between Employee and the City of El Centro ("the City" or "the Employer") and is approved and adopted at an open session regular meeting of the City Council; and

WHEREAS, currently, the Director of Public Works/City Engineer is compensated pursuant to Resolution No. 18-104 adopted on November 6, 2018; and

WHEREAS, in light of the foregoing facts, the City Council of the City of El Centro, California ("the City Council") finds that the approval of this resolution for updated compensation will be in the best interest of the City of El Centro, California, to adjust the compensation provisions for Employee; and

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 That Resolution No. 18-104 is hereby is repealed. The term of this Resolution shall be from July 1, 2021 through June 30, 2025.

3. Salary.

Effective July 1, 2021, Employee shall receive a base salary of \$11,875.68 per month for the administrative services rendered to the City of El Centro.

Effective July 1, 2022, Employee shall receive a base salary of \$12,469 per month for the administrative services rendered to the City of El Centro.

Effective July 1, 2023, Employee shall receive a base salary of \$13,092 per month for the administrative services rendered to the City of El Centro.

4. Performance Increase. The Employee's anniversary date shall be July 17, 2018.

The Employee shall be evaluated by the City Manager on July 1 on each subsequent anniversary date. For the 2024-25 fiscal year, assuming a satisfactory evaluation, the adjusted base salary shall be \$13,354 on July 1, 2024.

5. Medical/Life Insurance.

A. Group Health Plan. The Employee shall be eligible for the Employer's comprehensive major medical, dental, life and vision care insurance program on the same terms and conditions and with the same City contribution as for other employees. The Employee also may obtain coverage for his legal dependents under such program.

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. 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 28, 2011, the City shall contribute three and one-half percent (3.5%) of the employee portion and the Employee shall pay three and one-half percent (3.5%) of the employee portion. 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 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 parties that the Employee's employment is at-will and that the Employee serves at the pleasure of the City Manager.

8. Exemption from City's Personnel System. It is further understood by the parties that the Employee cannot contest discipline or a separation from employment without cause under the City's Personnel Rules and Regulations. The Employee understands that he is exempt from the City's Personnel System and has no property right in his employment or civil service protection and cannot contest discipline or termination for cause except as otherwise provided in Section 20 below.

9. City's Personnel Rules and Regulations Applicable to the Employee. Employee shall comply with all provisions of the City Personnel Rules and Regulations as those may be

amended from time to time ("Personnel Rules") except as set out in Section 8 above and Section 20, below.

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 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.

E. Cash Out. For the fiscal year beginning July 1, 2022, or following Council approval, whichever occurs later, the Employee shall be allowed to cash out only the amount of the denied vacation leave hours, up to the maximum of eighty (80) hours when:

1. He has taken a minimum of one (1) week of vacation leave during the current fiscal year;

2. He thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of either party to this MOU; and

3. If he for such reason is unable to take said vacation leave by the end of that fiscal year without triggering overtime which would be paid by the City.

a. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under PERS and is not part of the regular rate of pay.

b. Hardship. Effective July 1, 2022, or upon approval of the City Council, whichever occurs later, employees may cash-out vacation leave only in the event of a financial emergency where: (i) the employee can demonstrate that they have a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the

amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need.

11. 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.

12. Administrative Leave. The City 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.

13. Car Allowance. The Employee shall receive a car allowance in amount of four hundred dollars (\$400) per month. In this regard, said car allowance applies to the Employee's use of his personal vehicle within Imperial County. The Employee is entitled to file a claim of reimbursement for use of his personal vehicle on City business for vehicular travel outside of Imperial County.

14. Holidays. The Employee shall be entitled to the same paid holidays as other employees.

15. 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 his 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.

16. Full-Time Commitment. During the term of this agreement, the Employee shall dedicate his full-time to fulfilling his responsibilities hereunder. The Employee shall not be involved in any outside activity that conflicts with the performance of his duties as Director of Public Works/City Engineer.

17. Professional Development: The City agrees to budget for and to pay for travel and subsistence expenses of the Employee for conferences and seminars that are necessary for the Employee's professional development and for the good of the Employer.

18. Dues and Subscriptions. The City agrees to budget and to pay the professional dues and subscriptions of the Employee necessary for continuation and full participation in national, state and local associations and organizations necessary and desirable to keep the Employee up-to-date with regard to matters of importance to the City as the Public Works Director/City Engineer.

19. 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. Notwithstanding, the City may determine to terminate Employee for cause as cause is defined in the Personnel Rules. In that event, City shall proceed with termination as set out under the Personnel Rules. If Employee is so terminated, he shall not be entitled to severance.

20. 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.

21. 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, his/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.

22. 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.

23. Attorney's Fees/Costs. Each party shall bear its own attorney's fees or costs associated with litigation concerning this agreement.

24. 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.

25. Complete Agreement. This document between the parties constitutes the complete agreement and supersedes all previous agreements and understandings. No waiver of any term or condition of this document shall be a continuing waiver thereof.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 19th day of July 2022.

CITY OF EL CENTRO

By:   
Tomas Oliva, Mayor

ATTEST:

By:   
Norma Wyles, City Clerk

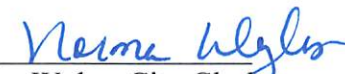
APPROVED AS TO FORM:  
Office of the City Attorney

By:   
Elizabeth Martyn, City Attorney

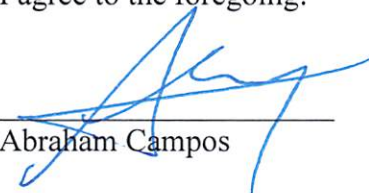
STATE OF CALIFORNIA    )  
COUNTY OF IMPERIAL    ) ss  
CITY OF EL CENTRO        )

I, Norma Wyles, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 22- 81    was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 19th day of July 2022, by the following vote:

AYES:           Garcia, Oliva, Cardenas-Singh, Marroquin  
NOES:           None  
ABSENT:        Viegas-Walker  
ABSTAINED: None

By:   
Norma Wyles, City Clerk

I agree to the foregoing:

  
Abraham Campos

Dated: 7/29/22