

RESOLUTION NO. 22- 87

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

WHEREAS, Frank Soto (“the Employee”) holds the position of Assistant Director of Community Development; and

WHEREAS, currently, the Assistant Director of Community Development is compensated pursuant to Resolution No. 18-100 adopted November 6, 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 That Resolution No. 18-100 hereby is repealed.
3. Base Salary.

Effective July 7, 2021, the Employee shall receive a base salary of \$10,241 per month for the administrative services rendered to the City of El Centro.

Effective July 1, 2022, the Employee shall receive a base salary of \$10,446 per month for the administrative services rendered to the City of El Centro.

4. Performance Increase.

The Employee’s anniversary date shall be February 17, 2015. The Employee shall be evaluated annually on each anniversary date. For July 1, 2023 and July 1, 2024, if the Employee receives a satisfactory performance evaluation, he shall be entitled to an additional 2% salary increase on those dates.

5. Medical/Life Insurance. The Employee shall receive the same medical insurance benefits as other employees.

- A. Life Insurance. The Employee shall be eligible for term life insurance provided by the City in the amount of one hundred fifty thousand dollars (\$150,000) 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.

B. 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 Assistant Director of Community Development, and in exchange for the salary and benefits described herein, he waives any property interest in any positions that he previously held with the City and has no right of reinstatement to any former position upon termination of his employment as Assistant Director of Community Development.
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 he has no property right in his employment or civil service protection except as set out in Section 17 below.
9. 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 hundredth (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 Director of Community Development. 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. 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, Employee 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.
10. 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.
11. Administrative Leave. The Employer shall provide the Employee with forty-eight (48) hours 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.

12. Holidays. The Employee shall receive the same paid holidays as other Employees.
13. 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.
14. Car Allowance. The Employee will be provided with a vehicle for City business or if a City vehicle is not available on a permanent basis, Employee will receive a car allowance in the amount of three hundred (\$300) 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.
15. 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 the Assistant Director of Community Development.
16. 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 without cause, 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. Should termination be instigated by the City with cause, then the Employee shall be entitled to notice and hearing as provided by the Personnel Rules and Regulations. In the event that cause is sustained, the Employee shall not be entitled to severance pay.
17. 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.
18. 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 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.

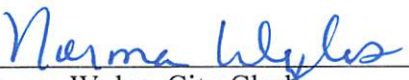
19. Governing Law. This agreement shall be governed by the laws of the State of California, and any litigation concerning this agreement shall be filed and maintained in the State of California, County of Imperial.
20. Attorneys' Fees/Costs. Each party shall bear its own attorneys' fees or costs associated with litigation concerning this agreement.
22. 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.
23. 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 16<sup>th</sup> day of August, 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 L. 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- 87 was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 16<sup>th</sup> day of August, 2022, by the following vote:

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

By Norma Wyles  
Norma Wyles, City Clerk

I agree to the foregoing:

  
Frank Soto Date