

RESOLUTION NO. 22-117

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, Angel Hernandez (the “Employee”) now has been appointed to the position of Community Development Director; and

WHEREAS, the former Community Development Director was compensated pursuant to Resolution No. 18-98, and the Interim Director currently is receiving 10% out of class pay; and

WHEREAS, the City Council of the City of El Centro, California (“the City Council”) finds that the approval of this resolution to establish the compensation provisions for the new Community Development Director will be in the best interests of the City of El Centro (the “City” or the “Employer”).

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

1. Recitals. The foregoing is true and correct and adopted hereby.
2. Term. That Resolution No. **18-98** hereby is repealed. The term of this Resolution shall be through June 30, 2025.
3. Salary.

Effective November 01, 2022, the Employee shall receive a base salary of ten thousand eight hundred thirty-three and thirty-four cents (\$10,833.34) per month for the administrative services rendered to the City of El Centro.

4. Performance Increase.

The Employee’s anniversary date shall be November 1, 2022. The Employee shall be evaluated by the City Manager on July 1 before each subsequent anniversary date.

Assuming a satisfactory performance evaluation, base salary shall be eleven thousand fifty dollars (\$11,050) effective July 1, 2024.

5. Medical/Life Insurance.

1. Group Health Plan. From the date of employment, the Employee shall be eligible for City’s comprehensive major medical, dental, life and vision care insurance program. The Employee may obtain coverage for his legal dependents under such program. The City will contribute on behalf of the Employee the same amounts as approved by the City Council for all City employees.

2. 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.
3. Disability Insurance. The City shall continue to provide disability insurance to the Employee at City's cost.
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. The Employee shall pay the employee portion of seven percent (7%). The Employee's contributions will be paid pre-tax under IRS §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 City 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 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. As an at-will employee, it is further understood by the Parties that the Employee cannot contest discipline or a separation without cause from employment under the City's Personnel System, except as otherwise provided under Section 9, below. The Employee understands that he has no property right in his employment.
8. City's Policies and Procedures Applicable to the Employee. It is also understood that the Employee is subject to the provisions of the City's Personnel Rules & Regulations, including but not limited to those related to safety, discrimination, harassment, drug-free workplace, etc.
9. Employment Termination/Severance Pay. The employment of the Employee shall terminate upon written notice by either Party. Entitlement to all benefits ceases with the Employee's termination from employment with the City except as Employee otherwise may be eligible for retiree medical coverage under this Agreement.
  1. Should such termination be initiated 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.

2. Should such termination be for cause, Employee shall not be entitled to severance pay. As used here, "cause" means any violation of the City's Personnel Rules & Regulations. In the event of for cause termination, the Employee shall have those rights provided under the City's Personnel Rules & Regulations for such termination.

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.
  1. Accrual. The Employee's vacation leave shall accrue at a rate of six and fifteen one-hundredths (6.15) hours bi-weekly.
  2. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1.5) times the annual accrual rate.
  3. 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.
  4. 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. 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. For such reason, he 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. 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 the employee has 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.

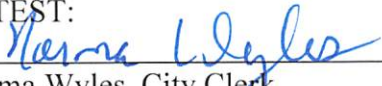
12. Sick Leave. The Employee shall accrue sick leave.
  1. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredths (3.69) hours bi-weekly.
  2. Accumulation. Sick leave hours may be accumulated without restriction.
13. Administrative Leave. The City shall provide the Employee 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.
14. Car Allowance. The Employee shall receive a car allowance of \$300 per month. This 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 his personal vehicle on City business for vehicular travel outside of Imperial County.
15. Holidays. Employee shall be entitled to the same paid holidays as other City employees.
16. Bereavement Leave.
  1. 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 him regular salary; provided, however, that prior approval for the use of such leave is obtained from the City Manager.
  2. 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.
  3. 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 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 Community Development Director.

18. 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.
19. Assignment. This Agreement shall be binding upon and inure to the benefits of the City, 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.
20. 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.
21. Attorney's Fees/Costs. Each Party shall bear its own attorney's 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 understanding of the Parties and supersedes all previous agreements and understandings.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro held on the 1<sup>st</sup> day of November, 2022.

CITY OF EL CENTRO  
By   
Tomas Oliva, Mayor

ATTEST:  
By   
Norma Wyles, City Clerk

APPROVED TO FORM:  
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. 22-117 was duly and regularly adopted at a regular meeting of the City Council of the City of El Centro, California held on the 1<sup>st</sup> day of November, 2022, by the following vote:

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

By   
Norma Wyles, City Clerk

I agree to the foregoing:  
 11/14/22  
Angel Hernandez Date