

**RESOLUTION NO. 23- 04**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF EL CENTRO ESTABLISHING THE  
COMPENSATION AND EMPLOYMENT TERMS FOR  
THE POSITION OF THE CITY CLERK**

WHEREAS, Division 4 of Chapter 2 of the City Code of the City of El Centro, California ("City Code"), provides for the establishment of the Office of the City Clerk who is appointed and works for the City Council; and

WHEREAS, the duties of the City Clerk are prescribed in Section 2-99 and 2-100 of the City Code; and

WHEREAS, Norma Wyles ("the Employee") was appointed to the position of City Clerk on or about March 17, 2020; and

WHEREAS, currently, the City Clerk currently is compensated pursuant to Resolution No. 20-18 adopted March 17, 2020 and her compensation has not been adjusted since July 1, 2021 ; and

WHEREAS, in light of the foregoing facts, the City Council of the City of El Centro ("City Council") finds it in the best interest of the City of El Centro, California ("the City" or "the Employer"), to adjust the compensation provisions for the Employee as well as update the terms and conditions of her employment to be similar to those of other Department Heads in the City; and

WHEREAS, the Parties agree that such increases were anticipated as part of compensation but have not been implemented until this time.

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

1. The foregoing is true, correct and adopted hereby.
2. That Resolution No. 20-18 is hereby repealed.
3. Appointment; At-Will Employment Status.  
The City Clerk is appointed by the City Council wholly on the basis of executive and administrative qualifications and the ability to hold this office is at the pleasure of the City Council. Specifically, 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 Council.

4. Base Salary  
Effective July 1, 2022, the Employee will receive a base salary of \$7727.50 per month. Thereafter, effective July 1, 2023, the Employee will receive a base salary of \$8527.50 per month. Assuming a satisfactory performance evaluation by the City Council, this compensation shall be increased by 2% as of July 1, 2024.
5. Cost of Living Adjustments. Whenever a cost of living adjustment or other non-merit based pay increase is provided to to other City employees, the City Council shall meet to determine whether it is reasonable and appropriate to provide a similar adjustment or increase to the City Clerk's base salary. Any such cost of living adjustment will be provided at the City Council's sole discretion.
6. Annual Evaluations. The Employee's anniversary date shall be April 7, 2020. The Employee shall be evaluated by the City Council on or about April 7<sup>th</sup> on each subsequent anniversary date or at any other time at the Council's sole discretion. Said evaluation shall be in accordance with specific criteria presented by the City Clerk and thereafter developed by the City Council. 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.
7. Medical Insurance.  
The Employee shall have the opportunity to participate in the City's comprehensive major medical, dental, life and vision care insurance programs in the same manner as all other employees.
8. Disability Insurance. The City shall provide short-term and long-term disability insurance to the Employee.
9. Life Insurance. The City shall provide the Employee with term life insurance in an amount of two hundred and fifty thousand dollars (\$250,000) until the age of seventy (70), then the amount will be based on the reduction rate per the City's life insurance plan. The City shall pay the full cost of this group term life insurance coverage.
10. Retirement. The Employee will continue in CalPERS' two percent (2%) at fifty-five (55) retirement plan 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 section 414 (h) (2).

- (c) 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 the records of CalPERS) 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 Employee, once retired, may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at the Employee's expense.
11. Holidays. The Employer shall have the same paid holidays as all other employees.
12. 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 with a maximum of two hundred forty (240) hours.
- c. Scheduling. The Employee shall coordinate with the City's City Manager and notify the City Council, in writing, in advance of taking vacation leave to ensure continuity of services.
- 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.
13. Cash out of Vacation or Annual Leave Hours: 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 all of the following occur:
- a. She has taken a minimum of one (1) week of vacation leave during the current fiscal year;

- b. She 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
- c. She 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.
- d. 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.
- e. 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.

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

- a. Accrual. Sick leave shall accrue at a rate of three and sixty-nine one hundredth (3.69) hours bi-weekly.
- b. Accumulation. Sick leave hours may be accumulated without restriction.

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 her regular salary; provided, however, that prior approval for the use of such leave is obtained from the City Manager.
- 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. Administrative Leave. Employer shall provide the Employee with sixty-four (64) 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.
17. Car Allowance. The Employee shall receive a car allowance in the 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 the County of Imperial. The Employee is entitled to file a claim for reimbursement for use of her personal vehicle on the City's business for vehicular travel outside of Imperial County.
18. Exemption from the City's Personnel System.  
It is further understood by the parties that the Employee cannot contest discipline or a separation from employment under the City's personnel system. The Employee understands that she has no property right in her employment or civil service protection.
19. Employment Termination/Severance Pay. Pursuant to Section 3 of this resolution, employment under this resolution/agreement is at-will. However, the following notices and processes have been agreed to by the parties to this agreement:
- a. The employment of the Employee shall terminate upon sixty (60) days 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 four (4) months of the Employee's base monthly salary, at the effective date of termination. Such severance pay shall be paid to the Employee by the City within ten (10) working days after the effective date of the Employee's termination, or may be paid in other increments as determined by the Employee.

As part of this agreement, termination notices and proceedings can be initiated but the Employee shall not be removed from office during or within ninety (90) days next succeeding any general municipal election held in the City.

- b. In the event the City, at any time, reduces the salary or other financial benefits of the Employee in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any other provision benefiting the Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the City Council that she resign, then, in that event, the Employee may at her option, be deemed to be “terminated” at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision.
20. Full-Time Commitment. The Employee shall make a full-time commitment to meeting the responsibilities of the position. Effective upon the date of this resolution, the Employee shall not accept or continue any outside employment or engagements without first obtaining the written consent of the City Council.
21. Professional Education. The City also agrees to consider to budget for and to pay for travel and subsistence expenses of the Employee for short courses, institutes and seminars that are necessary for the Employee’s professional development and for the good of the Employer.
22. Dues and Subscriptions. The City agrees budget for and to pay the professional dues and subscriptions of the Employee necessary for her 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 City Clerk.
23. 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.
24. 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.
25. 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.

26. Attorneys' Fees/Costs. Each party shall bear its own attorneys' fees or costs associated with litigation concerning this agreement.
27. 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 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 her office or position.
28. Effective Date and Term: This Resolution shall take effect as the date of its adoption. The terms and conditions of this resolution shall remain in full force and effect until a successor resolution has been adopted or the resolution has been terminated by either or both Parties.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 17th day of January, 2023.

CITY OF EL CENTRO

By \_\_\_\_\_  
Martha Cardenas-Singh, 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. 23- 04 was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 17th day of January , 2023, by the following vote:

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

By \_\_\_\_\_  
Norma Wyles, City Clerk

I agree to the foregoing:

\_\_\_\_\_  
Norma Wyles Date