

RESOLUTION NO. 23-76

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ESTABLISHING
THE COMPENSATION AND EMPLOYMENT TERMS FOR THE POSITION OF CITY
MANAGER FOR JULY 1, 2023 THROUGH JUNE 30, 2026

WHEREAS, Chapter 2, Division 3 of the City Code of the City of El Centro, California ("City Code"), establishes the Office of the City Manager and the duties of the City Manager are prescribed in Section 2-82 of the City Code; and

WHEREAS, Cedric Ceseña (the "Employee") was appointed to the position of Interim City Manager effective November 11, 2022; and

WHEREAS, currently the Employee is compensated pursuant to Resolution No. 22-139; and

WHEREAS, this Resolution constitutes a contract of employment between Employee and the City of El Centro and is approved and adopted at an open session of an adjourned regular meeting of the City Council after announcement of its contents as required by law; and

WHEREAS, the City Council now finds it in the best interests of the City (the "City" or the "Employer"), to provide the following compensation and benefits for the Employee.

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

1. Recitals. The foregoing are true, correct and adopted hereby.
2. Repeal. Resolution No. 22-139 is hereby repealed in its entirety as of July 01, 2023, the effective date of this Resolution.
3. Base Salary. Effective July 1, 2023, for administrative services rendered to the City and its agencies, the Employee shall receive a base salary of Two Hundred Forty Thousand Dollars (\$240,000).
4. Cost of Living Adjustments. Whenever a cost of living adjustment or other non-merit based pay increase is provided 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 Manager's base salary. Any such cost of living adjustment will be provided at the City Council's sole discretion.
5. Annual Evaluation. The Employee shall be evaluated by the City Council during June of each year. It is the responsibility of the City Manager to place such evaluation on the City Council agenda during April or May of each year in anticipation of the June evaluation. Said evaluation shall be in accordance with specific criteria and goals developed jointly by the City Council and the Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final performance evaluation should be

completed and delivered to the Employee within thirty (30) calendar days of the evaluation meeting. Notwithstanding, the City Manager may be evaluated at any time by the City Council. Assuming a satisfactory performance evaluation, effective July 1, 2024 and July 1, 2025, Employee shall receive a 2% base pay increase. During the 2024 performance evaluation, the Council shall consider any requests for deferred compensation contributions. Additional adjustments to the base salary, if any, or to any other provisions of this Agreement, will be provided at the City Council's sole discretion.

6. Medical Insurance.

(a) The Employee shall receive the same comprehensive major medical, dental, life and vision care insurance as provided to all employees. The City will contribute on behalf of the Employee the same amounts as for Department Heads.

(b) 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 month) plus the years of service credit (as reflected in the records of the California Public Employees Retirement System ("CalPERS")) totals seventy-five (75) or more upon separation, the City shall pay six hundred nineteen dollars and one cent (\$619.01) towards the cost of the employee-only 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. Disability Insurance. The City shall provide short-term and long-term disability insurance to the Employee at City's cost.

8. Life Insurance. The City shall provide and pay for the premiums due for the Employees term life insurance in the amount of four hundred eighty thousand (\$480,000) 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. The City shall pay the full cost of this group term life insurance coverage. The Employee shall name one or more beneficiaries of the life insurance policy.

9. Travel Insurance. The Employer shall provide travel insurance for the Employee while the Employee is traveling on the Employer's business, with the Employee to name one or more beneficiaries. Should the Employee die while on travel for the Employer, the Employer shall cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

10. Physical Examination. Each calendar year, to the extent not covered by insurance, City shall provide Employee with an executive physical examination, at a cost not to exceed One Thousand Dollars (\$1,000.00) by a qualified physician or medical facility, of the City's choice, within reasonable proximity to the City.

11. Retirement. The Employee shall participate in CalPERS' two percent (2%) at sixty-two (62) retirement plan. 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 (7.75%). The Employee's contributions will be paid pre-tax under IRS section 414 (h) (2).

12. Holidays. Employee shall be entitled to the same paid holidays as other City employees.

13. Administrative Leave. Employee shall retain all current administrative leave balances. The Employer shall provide the Employee with eight (8) days of paid administrative leave per year effective July 1 of each year commencing with July 2, 2023. 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 forty (40) hours. If administrative leave is not converted, any administrative leave time remaining as of June 30 shall be forfeited.

14. Sick Leave. The Employee shall retain any accrued sick leave balance and accrue sick leave at a rate of three and sixty-nine one hundredths (3.69) hours bi-weekly. Reimbursement of the unused sick leave shall be as provided for in the Personnel Rules and Regulations of the City. Sick leave hours may be accumulated without restriction.

15. Vacation Leave. The Employee shall retain all accrued vacation leave. Employee shall accrue vacation leave that shall be earned at six and fifteen one hundredths (6.15) hours bi-weekly. This rate of accrual is the maximum permitted under the City's vacation leave accrual program and will not increase in subsequent years.

(a) Accumulation. Vacation leave shall be accumulated up to a maximum of four hundred (400) hours.

(b) 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.

(1) Hardship Cash-Out. 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.

16. Provision of Vehicle. Because the Employee's duties require exclusive and unrestricted use of an automobile, the City shall provide the Employee with a vehicle at the Employer's cost. As of July 19, 2023, this vehicle shall be a currently available fleet vehicle. The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the operation, maintenance, and repair of the vehicle.

17. Applicability of City's Personnel Rules. The City's Personnel Rules and Regulations shall apply to the Employee to the extent not superseded by this Resolution.

18. Employment Termination/Notice and Severance Pay.

(a) The term of the Resolution is three (3) years from its effective date.

(b) Termination by Employee: Except as otherwise provided, Employee may resign at any time with 30 calendar days prior written notice. During the third year of employment, Employee shall give at least six (6) months prior written notice if he does not wish for the Council to consider extension of this Resolution. Under either circumstance, Employee shall not be eligible for severance on the date of termination of this Resolution.

(c) Termination by Council Without Cause: Subject to the provisions of Section 2-87, and in compliance with the provisions of Section 2-86 of the City Code, the Employee may be terminated by the City Council without cause upon 30 calendar days prior written notice.

(1) Upon such termination without cause, Employee shall receive severance pay in an amount not to exceed six times the Employee's monthly base salary on the date of termination and shall provide three (3) months of health (medical, dental, and vision) benefits continuing under the benefit plans in which the employee and any dependents are then enrolled. During such time, City will continue to contribute the employer portion of the coverage to the same extent provided to an employee. Employee shall make the appropriate employee contributions for continued coverage by direct payments to the City.

(2) The provision of a severance payment also shall be conditioned upon the execution by City Manager of a Release of All Claims, both known and unknown, in a form acceptable to the City Council and City Attorney.

(3) Such severance pay shall be paid to the Employee lump sum by the City within ten (10) calendar days after the effective date of the Employee's termination, or if agreeable to the employee shall be paid in equal installments during which installment period the Employee shall continue to receive medical insurance benefits. Other options may be agreed upon by the Employer and the Employee.

(4) Nothing in this paragraph shall be deemed to contradict the provisions of El Centro City Code Section 2-87 which provide that Employee shall not be removed from office during or within ninety (90) calendar days next succeeding any general municipal election held in the City at which election a new member of the City Council is elected. The purpose of this provision is to allow any newly elected member of the City Council to observe the actions and ability of the City Manager in the performance of the powers and duties of his office. After the expiration of such ninety (90) day period, the City and the Employee agree that the provisions of this Resolution shall prevail and supersede the provisions of Section 2-87 of the City Code as to the procedure for the termination of the City Manager and the severance arrangements relating thereto.

(5) In the event the City, at any time, reduces the salary or other financial benefits of the Employee in a greater percentage than applicable across-the-board reduction for all employees of the City, or in the event that 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 he resign, then, in

that event, the Employee may at his option, be deemed himself to have been "terminated" without cause at the date of such reduction or such refusal to comply within the meaning and context of the herein severance pay provision. Furthermore, the Employee may declare a breach of this employment arrangement, and such breach will be regarded as termination without cause if the City, citizens or legislature acts to amend provisions of the law(s) pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position (and results in the substantial diminution of same) or changes the form of government of the City.

(6) It is understood by the parties that except as provided if he is to be removed for cause, the Employee cannot contest discipline or a separation from employment under the City's personnel system and explicitly waives any right to do so. The Employee understands that he is an at-will employee and has no property right in his employment or civil service protection.

(d) Termination by City Council for Cause: The City Manager may be removed for cause pursuant to the process provided in City Code Section 2-85. "Cause" for termination means the following:

(1) Conviction of any crime involving an abuse of office or position as that term is defined in Government Code section 53243.4; or

(2) Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body at a duly noticed meeting; or

(3) Any grossly negligent action or inaction by the City Manager that materially and adversely impedes or disrupts the operations of the City, its agencies or units; or

(4) Failure or refusal by the City Manager to perform the duties of his office that continues for a period of thirty (30) calendar days from the date of his receipt of written notice of such failure.

19. In the event the City Manager is terminated with cause, he shall not be entitled to severance pay but shall receive any and all amounts otherwise owed under federal or state law, the City's Personnel Rules and Regulations or this Resolution.

20. Full-Time Commitment. The Employee shall commit full-time 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. Hours of Work. It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the City, and to that end Employee shall be allowed to establish an appropriate work schedule.

22. Other Terms and Conditions of Employment. Right of Return. Upon completion of service as City Manager in good standing, and with mutual agreement between the City and the Employee, the employee may be returned to the permanent position/assignment that he held prior to assuming the role of Interim and then City Manager. If that position/assignment no

longer exists, he shall be provided a similar position or allowed to choose from any open position/assignment that he is qualified to perform.

23. Professional Education. The City agrees to provide a budget for and to pay 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.

24. Dues and Subscriptions. The City agrees to budget and to pay the professional dues and subscriptions of the Employee necessary for his 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 a City Manager.

25. Civic Club Membership. The City recognizes the desirability of representation in and before local civic and other organizations and the Employee is authorized to become a member of such club(s) and organization(s). The City shall pay related and reasonable expenses thereto and allow the Employee to participate on City time.

26. Corporate Surety Bond. The City will obtain a bond pursuant to the provisions of City Code Section 2-78. The City shall bear the full cost of the Corporate Surety Bond.

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 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.

28. Effective Date and Term. This resolution shall take effect on July 01, 2023, and end on June 30, 2026, or until a successor resolution is adopted by the City Council unless terminated by either party in accordance with its provisions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 18th day of July, 2023.

CITY OF EL CENTRO

By: Martha Cardenas Singh
Martha Cardenas Singh, Mayor

ATTEST:

By: Norma Wyles
Norma Wyles, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By: Elizabeth L. Martyn
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. 23-76 , was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 18th day of July, 2023, by the following vote:

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

By Norma Wyles
Norma Wyles, City Clerk

I agree to the foregoing:

Cedric Cesena
Cedric Cesena

Date: 7/18/23