

RESOLUTION NO. 18- 118

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

WHEREAS, Division 3 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 Manager and the duties of the City Manager are prescribed in Section 2-82 of the City Code; and

WHEREAS, Marcela Piedra (“the Employee”) has been duly appointed to the position of City Manager; and

WHEREAS, currently, the Employee is compensated pursuant to Resolution No. 18-02 adopted January 4, 2018; 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.

WHEREAS, in light of the foregoing facts, the City Council of the City of El Centro, California (“the City Council”) finds it in the best interest of the City of El Centro, California (“the City” or “the Employer”), to provide the following compensation and benefits 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, correct and adopted hereby.
2. That Resolution No. 18-02 is hereby repealed.
3. Salary.
  - (a) Effective January 4, 2019, the Employee shall receive a base salary of one hundred ninety-two thousand two hundred dollars (\$192,200) annually for administrative services rendered to the City and its agencies.
  - (b) Effective January 4, 2020, the Employee shall receive a base salary of one hundred ninety-seven thousand two hundred dollars (\$197,200) annually for administrative services rendered to the City and its agencies.
  - (c) Effective January 4, 2021, the Employee shall receive a base salary of two hundred nine thousand one hundred two dollars (\$209,102) annually for administrative services rendered to the City and its agencies.
  - (d) In addition to the amounts set out in subsection (a), the Employee will receive any cost of living increase provided to all department heads by the City Council in the City Council’s sole discretion.

performance pay authorization adopted by resolution of the City Council when the City Council approves the annual budget.

4. Medical Insurance. The Employee shall have the opportunity to participate in the City's comprehensive major medical, dental, life and vision care insurance program.

(a) The Employee may continue coverage for her legal dependents under the same comprehensive major medical, dental, life and vision care insurance program. The City will contribute on behalf of the Employee the following amounts to the health insurance premiums:

Employee Only:	Up to \$672.28 per month
Employee & Spouse:	Up to \$997.34 per month
Employee & Child(ren):	Up to \$941.98 per month
Employee & Family:	Up to \$1,255.88 per month

During the first week of December of each year, the parties agree to a briefing regarding the determination of any adjustments to the above-referenced premiums.

(b) The Employee shall have the option of participating in the "buy down level" of said program, applying the difference from the "core level" in premium to any other part of the City's benefit program. The Employee on an approved leave of absence without pay from the City may continue to carry the City's comprehensive insurance by making full payments to the City for the costs of such insurance, in accordance with the City's Personnel Rules and Regulations.

(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 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.

5. Disability Insurance. The City shall provide short-term and long-term disability insurance to the Employee at City's cost.

6. Life Insurance. The City shall provide the Employee with term life insurance in the amount of three hundred thousand dollars (\$300,000) 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.

7. Retirement. The Employee shall continue in CalPERS' two percent (2%) at fifty-five (55) 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%). The Employee's contributions will be paid pre-tax under IRS section 414 (h) (2).

8. Holidays. Employer shall provide the following paid holidays:

1. The first (1<sup>st</sup>) day of January – New Year’s Day;
2. The third (3<sup>rd</sup>) Monday in January – observed as the anniversary of the birth of Martin Luther King, Jr.;
3. The third (3<sup>rd</sup>) Monday in February – President’s Day;
4. One-half (.5) day on the afternoon of the Friday before Easter (Good Friday);
5. The last Monday of May – Memorial Day;
6. The fourth (4<sup>th</sup>) day of July – Independence Day;
7. The first (1<sup>st</sup>) Monday in September – Labor Day;
8. The eleventh (11<sup>th</sup>) day of November – Veteran’s Day;
9. The fourth (4<sup>th</sup>) Thursday in November – Thanksgiving Day;
10. The day following Thanksgiving Day;
11. The twenty-fifth (25<sup>th</sup>) day of December – Christmas Day;
12. One-half (.5) day on the afternoon of the twenty-fourth (24<sup>th</sup>) day of December (Christmas Eve);
13. One-half (.5) day on the afternoon of the thirty-first (31<sup>st</sup>) day of December (New Year’s Eve);
14. The anniversary of the birth of the Employee.

9. Administrative Leave. Employee shall retain 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. 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.

10. 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.

11. 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.

Accumulation. Vacation leave shall be accumulated up to a maximum of one-half (1.5) times the annual accrual rate with a maximum of two hundred forty (240) hours.

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.

12. 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 Council.

(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.

13. Car Allowance. The Employee shall receive a car allowance in the amount of four hundred dollars (\$400) 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 City business for vehicular travel outside of Imperial County.

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

15. Employment Termination/Notice and Severance Pay.

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

(b) Termination by Employee: During the first two years of Employment, Employee may resign at any time with 30 days prior written notice or as otherwise agreed upon with the Council and shall not be eligible for severance upon such resignation. During the final and third year of Employment, Employee shall give at least six months prior written notice if she does not wish for the Council to consider extension of this Resolution. In such event, Employee shall not be eligible for severance on the date of termination of this Resolution.

(c) Termination by Council: 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 with or without cause upon 30 days prior written notice.

i. Severance during Years 1 and 2 of Employment: Upon such termination without cause, Employee shall receive severance pay in an amount not to exceed six times the Employee's base monthly salary on the date of termination.

ii. Severance during Year 3: The Council shall give Employee six months prior written notice if the Council determines not to pursue extension of this Resolution. In the event of termination by the Council without cause during the third year of employment or the City Council's provision of such notice of non-renewal, Employee shall receive severance pay in an amount not to exceed nine times the Employee's base monthly salary upon the date of termination. As used here, "termination" also includes non-renewal of this Resolution.

(d) The provision of a severance payment shall also be conditioned upon the execution by City Manager of a Release of All Claims, both known and unknown.

(e) 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.

(f) Nothing in this paragraph shall be deemed to contradict the provisions of El Centro City Code Section 2-87 in that Employee shall not be removed from office during or within ninety (90) 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 her office. After the

expiration of such ninety (90) days period, the City and the Employee agree that the provisions of this Section 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.

- (g) 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 she resign, the, in that event, the Employee may at her option, be deemed herself to have been “terminated” 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 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.
  - (h) It is understood by the parties that 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 she is an at-will employee and has no property right in her employment or civil service protection.
16. Full-Time Commitment. The Employee shall commit her 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.
  17. 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.
  18. Dues and Subscriptions. The City agrees to budget 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 a City Manager.
  19. 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.
  20. Corporate Surety Bond. The City will obtain a bond pursuant to the provisions of City Code Section 2-78.
  21. 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 her office or position.

22. Effective Date and Term. This resolution shall take effect upon adoption and shall be for the term from January 4, 2019 and ending January 4, 2022 unless terminated by either party in accordance with the provisions of section 14 (a) and (b).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 18<sup>th</sup> day of December 2018.

CITY OF EL CENTRO

By: [Signature]  
Edgard Garcia, Mayor

ATTEST:

By: [Signature]  
L. Diane Caldwell, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

By: [Signature]  
Elizabeth L. Martyn, City Attorney

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

I, L. Diane Caldwell, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 18- 118 was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 18<sup>th</sup> day of December 2018, by the following vote:

AYES: Jackson, Garcia, Silva, Viegas-Walker  
NOES: None  
ABSENT: None  
ABSTAINED: Oliva

By: [Signature]  
L. Diane Caldwell, City Clerk

I agree to the foregoing:

[Signature] 1/7/19  
Marcela Piedra Date

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