RESOLUTION NO. 14- 101

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

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

WHEREAS, Ruben Duran ("the Employee") has been duly appointed to the position of City Manager; and

WHEREAS, currently, the City Manager is compensated pursuant to Resolution No.14-52 adopted June 17, 2014; and

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 adjust 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, correct and adopted hereby.

2. That Resolution No. 14-52 is hereby repealed.


   (a) Effective July 8, 2014, the Employee shall receive a base salary of sixteen thousand seven hundred thirty-two dollars ($16,732) per month for administrative services rendered to the City and its agencies. The base salary may be adjusted from time-to-time based on market data and/or internal relationships.

   (b) The Employee’s anniversary date shall be July 1, 2012. The Employee shall be evaluated by the City Council on July 1st on each subsequent anniversary date. Said evaluation shall be in accordance with specific criteria developed jointly by the City Council and the Employee. Said criteria may be added to or deleted from as the City Council from time-to-time determines in consultation with the Employee. Any performance pay increase for any employee will be subject to the performance pay authorization adopted by resolution of the City Council when the City Council approves the 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 obtain coverage for his 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 $619.01 per month
Employee & Spouse: Up to $898.19 per month
Employee & Child(ren): Up to $846.19 per month
Employee & Family: Up to $1,118.19 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.

6. **Life Insurance.** The City shall provide the Employee with term life insurance in an amount of three hundred thousand dollars ($300,000). The City shall pay the full cost of this group term life insurance coverage.

7. **Retirement.** Effective October 27, 2003, or as soon thereafter as practicable, the Employee shall be placed 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. Effective June 28, 2011, the City will contribute three and one-half percent (3.5%) of the employee portion and the Employee shall pay three and one-half percent (3.5%) of the employee portion. 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).

5. **Holidays.** Employer shall provide the following paid holidays:

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

6. Administrative Leave. 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 three (3) days. If administrative leave is not converted, any administrative leave time remaining as of June 30 shall be forfeited.

7. Sick Leave. The Employee shall accrue and have credited to his account twelve (12) days of sick leave per year. Reimbursement of the unused sick leave shall be as provided for in the Personnel Rules and Regulations of the City.

8. Vacation Leave. The Employee shall accrue and have credited to his account twenty-two (22) days of vacation leave that shall be earned at six and seventy-seven one hundredths (6.77) hours bi-weekly. This rate of accrual is the maximum permitted under the City’s vacation accrual program and will not increase in subsequent years.

Accumulation. Vacation leave shall not be accumulated for more than three (3) times the yearly allowance without the prior approval from the City Council.

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.


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 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.
11. **Car Allowance.** Effective October 27, 2005, 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 his personal vehicle within the County of Imperial. The Employee is entitled to file a claim for reimbursement for use of his personal vehicle on City business for vehicular travel outside of Imperial County.

12. **Inapplicability of City’s Personnel Rules.** The Employee's employment arrangement shall not be subject to the City's Personnel Rules, Policies and Procedures Manual (hereafter "Personnel Manual") as now constituted or hereafter amended. Any reference in this Resolution to the Personnel Manual is solely for the purpose of example or clarification and shall not be interpreted or understood as an attempt to place the Employee's employment arrangements within the City's Personnel System.

13. **Continuing Effect of Resolution.** 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 as provided herein.

14. **Employment Termination/Severance Pay.**

   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 the Employee's base monthly salary at the effective date of termination times six (6) months. 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. (Nothing in this paragraph shall be deemed to contradict the provisions of El Centro City Code Section 2-87 in that the 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 his office. After the expiration of such ninety (90) day period, the City and the Employee agree that the provisions of this Section 12 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.)

   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 he resign, then, in that event, the Employee may at his 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. 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.
15. **Full-Time Commitment.** The Employee shall commit his 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.

16. **Miscellaneous.** 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.

17. **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.

18. **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.

19. **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.

20. **Effective Date.** This resolution shall take effect upon adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 4th day of November, 2014.

CITY OF EL CENTRO

ATTEST:

By Cheryl Viegas-Walker, Mayor

APPROVED AS TO FORM:

Office of the City Attorney

By Kris M. Becker, City Attorney
I, L. Diane Caldwell, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 14-101 was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 4th day of November, 2014, by the following vote:

AYES: Jackson, Silva, Viegas-Walker, Cardenas, Sanders
NOES: None
ABSENT: None
ABSTAINED: None

I agree to the foregoing:

[Signature]

Ruben Duran

Date