

**RESOLUTION NO. 10350**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIO, CALIFORNIA, AMENDING RESOLUTION 10232 APPROVING COMPENSATION AND BENEFIT PARAMETERS FOR AT-WILL EMPLOYEES AND APPROVING REVISIONS TO THE CLASSIFICATION AND COMPENSATION PLAN**

**WHEREAS**, the City of Indio desires to hire qualified persons to serve as City department heads and in key senior management positions; and,

**WHEREAS**, the department heads and senior management positions (collectively "at-will" employees) serve in key organizational leadership roles and have duties as specified and directed by the City Manager; and,

**WHEREAS**, these at-will employees have historically served and continue to serve-at the will of the City Manager and may be separated from the City without cause; and,

**WHEREAS**, the City Council adopted Resolution No. 10232 on August 18, 2021 that set forth various terms and conditions relating to at-will employees; and,

**WHEREAS**, the City Council desires to amend Resolution No. 10232 to set forth that Exhibits A & B may be amended from time to time, and to include the provision of Special Circumstance Pay; and,

**WHEREAS**, the City Council delegates to the City Manager authority to implement compensation and benefits for the at-will employee group as set forth in this amended Resolution.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDIO DOES HEREBY RESOLVE, FIND, AND DETERMINE AS FOLLOWS:**

**Section 1. City Manager Responsibilities and Authority**

- A. The City Manager, as chief administrative officer of the City, is authorized pursuant to Section 31.51 of the Indio Municipal Code to appoint, promote, demote and remove any officer and employee of the City, except as otherwise provided therein. Furthermore, the City Manager is responsible for attracting and hiring the very best candidates to fill director and senior management positions with the City. Accordingly, to achieve such purpose, the City Council delegates to the City Manager the responsibility for the administration and implementation of this compensation and benefit plan for at-will employees, hereinafter defined, as long as their employment terms are within the parameters of the provisions of this Resolution.

B. The City Manager has the discretion to provide new at-will employees any combination of compensation and benefits that are within the parameters of this Resolution.

**Section 2. Applicability**

The provisions of this Resolution apply to the following classifications employed by the City referred to as the "at-will" employee group:

- Assistant Police Chief
- Assistant City Manager/Director of Finance
- Assistant General Manager, Indio Water Authority
- Chief Building Officer
- Chief of Police
- City Clerk Administrator
- City Engineer
- Deputy City Manager
- Director of Communications and Marketing
- Director of Community Development
- Director of Economic Development
- Director of Human Resources and Risk Management
- Director of Information Technology
- Director of Public Works
- General Manager, Indio Water Authority

At-will employees shall be referred to in this Resolution as "employee" or "at-will employee." The City Manager has authority to create and add new classifications to the at-will employee group as long as the position has been budgeted or approved by the City Council prior to recruitment and selection.

**Section 3. Terms, Conditions and Benefits**

A. **Duties.** At-will employees will perform functions and duties as specified and directed by the City Manager and perform other legally permissible and proper duties and functions, as the City Manager shall from time to time assign.

**B. Term of Employment**

1. Nothing in any written agreement or job offer shall prevent, limit or otherwise interfere with the right of the City Manager, acting for the City, to terminate the services of any at-will employee at any time, with or without cause, subject only to the severance provisions set forth in Section 3.D. of this Resolution.

2. At-will employees serve at the pleasure of the City Manager and are subject to summary dismissal without any right of hearing, including any *Skelly* hearing.

3. An at-will employee may resign at any time from their position with the City of Indio, subject only to the provision set forth in Section 3.D.2 of this Resolution.

4. At-will employees, with the prior written approval of the City Manager, may undertake outside professional activities for compensation, including consulting, teaching, speaking, and writing provided such activities do not interfere with the employee's normal duties-occur outside normal working hours-or are conducted during vacation or holiday time, and do not involve any existing vendor(s) or contractor(s) of the City. Under no circumstances shall such outside activities create a conflict of interest with the duties of the employee's position or the interests of the City.

C. **Suspension.** The City Manager may suspend an at-will employee with or without pay and benefits at any time, unless the at-will employee is serving under a Notice of Termination set forth in Section D.1. at which time, the at-will employee shall not be suspended without pay.

**D. Termination and Severance Pay.**

1. Notice of Termination/Severance. If the City Manager desires to terminate an employee without cause, the City Manager shall provide the at-will employee with at least four months prior written notice of the termination date. The amount of notice shall be in the City Manager's discretion. Upon such notice by the City Manager, the at-will employee is expected to perform and continue her/his job until the date of separation. In lieu of providing the required notice above, the City Manager in his/her discretion may pay the employee severance-severance shall include salary and health benefits-at the rate of up to four (4) months of the employee's then current rate of compensation, only if the employee signs, delivers and does not revoke the General Release Agreement in the form attached hereto as Exhibit C. The minimum amount of severance that may be granted is within the City Manager's discretion. The City Manager may grant severance above the four-month limit with City Council concurrence. In the event that the at-will employee is terminated for cause-cause shall include termination for conviction of a felony, willful misconduct or malfeasance in office, or willful abandonment of duties-the City has no obligation to pay severance.

2. Resignation. In the event the at-will employee voluntarily resigns her/his position with the City, the at-will employee shall use her/his best efforts to give the City Manager thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Upon separation from employment, the employee shall be compensated for all accrued (unused) vacation leave but shall not be entitled to any severance.

**E. Salary**

1. The salary range for at-will employees is set forth in the Classification and Compensation Plan, attached to this Resolution as Exhibit A, that may be amended from time to time. Salary is paid in the same manner and time as it is paid to other City employees. In addition, a one-time payment of \$9,000 shall be paid to at-will employees that are both working for the City as of August 18, 2021, and who have completed one year of service with the City. At-will employees who have not yet completed one year of service but were working as of August 18, 2021, shall receive the one-time payment within 30 days of completion of one year service with the City.

An annual performance evaluation shall be conducted for each at-will employee on or prior to the employee's anniversary date and may be conducted on any other interval as determined by the City Manager. In conjunction with the evaluation, the City Manager is authorized to adjust the at-will employee's salary as long as: (i) the salary adjustment is within the salary range set forth in the Classification and Compensation Plan; and (ii) the salary adjustment does not exceed a cumulative 10% of the employee's base salary prior to the first adjustment. The time period for the 10% maximum adjustment is one year following the employee's anniversary date.

2. If the City Manager reduces the base salary of an at-will employee by more than five percent (5%), the employee at his or her discretion may claim to be terminated without cause and is eligible for severance as provided for in Section D, unless the reduction is applied in no greater percentage than the average reduction of a majority of all City employees.

3. The Salary placement for individuals upon hire or promotion into an at-will position will be at least the minimum established salary set forth in the Classification and Compensation Plan in effect at the time the individual is hired or promoted. Placement above the minimum may be made at the discretion of the City Manager. Placement above the minimum within the salary range shall be considered when the individual appointed or promoted: exceeds the minimum qualification and/or experience of the position; the individual holds specialized certifications, licenses, skills, and/or abilities that would be beneficial to the City; and/or any other job-related factor that the City Manager deems relevant to the position and to the service of the City. In no case may an individual be compensated at a base salary above the approved maximum salary on the Classification and Compensation Plan for that position.

**F. Hours of Work.** At-will positions are FLSA exempt and not eligible for overtime. It is recognized that at-will employees must devote time outside normal office hours to conduct business of the City. At the discretion of the City Manager, an at-will employee may be provided up to eighty (80) hours per year of Administrative Leave, to be credited on July 1 of each year. Administrative Leave will be prorated if

employment begins after July 1. No more than thirty-two (32) hours of Administrative Leave time may be carried over into the next fiscal year. Unused administrative leave may not be converted to cash nor shall employee be compensated for administrative leave time accrued at the time of employee's separation from the City.

**G. Automobile.** The City Manager may provide an at-will employee a City vehicle or a monthly automobile allowance in an amount as determined by the City Manager up to a maximum of \$500 per month. At-will employees must provide proof of insurance in the amounts of \$100,000 per person and \$300,000 each occurrence if provided an allowance. The automobile allowance includes reimbursement for an appropriate allocation of vehicle insurance and all other expenses of vehicle ownership, maintenance and operation.

**H. Vacation**

1. At-will employees shall accrue and accumulate vacation hours at the rates applicable to MCU employees, as may be amended from time to time by the City Council. For reference and convenience, the current rates are set forth in the chart attached to this Resolution as Exhibit B ("Chart"), that may be amended from time to time. As set forth in the Chart, vacation leave is accrued at the rates listed under "Hours Earned Per Pay Period" as is referred to as the "Accrual Rate" and the maximum vacation accumulation is listed under "Hours Accumulated Per Year" and is referred to as the "Maximum Vacation Accumulation."

2. The starting Accrual Rate for a new at-will employee is at the discretion of the City Manager and shall be based upon their qualifications and/or experience, whether the individual holds specialized certifications, licenses, skills, and/or abilities that would be beneficial to the City, and/or any other job-related factor that the City Manager deems relevant to the position and to the City. The starting Accrual Rate, however, cannot exceed the rates set forth in the most current version of the Chart.

3. The City Manager has discretion to adjust the Accrual Rate and the Maximum Vacation Accumulation for at-will employees based on the employee's performance or other job-related factors that the City Manager deems relevant. Such adjustments may be a one-time adjustment applicable only during the period designated by the City Manager. In no event, however, shall the adjustment exceed the maximum Accrual Rate or Maximum Vacation Accumulation listed in the most current version of the Chart.

4. During the calendar year, at-will employees shall have the option of receiving vacation pay in lieu of paid time off and may "sell back" up to eighty (80) hours of accrued vacation, no more than twice (for a total of 160 hours) in a calendar year. In order to be eligible for the vacation buy-back option, the at-will employee

must maintain a minimum balance of forty (40) hours of vacation at the time of the sell-back.

I. **Sick Leave.** At-will employees shall accrue sick leave in the same manner as MCU employees as further described in the MCU Compensation and Benefit Plan adopted by the City Council. The use of sick leave, including unused accumulated sick leave at the time of the employee's retirement, shall also be provided to at-will employees in the same manner as MCU employees.

J. **Other Benefits**

1. At-will employees shall be provided with medical, dental, vision, life insurance and retirement benefits as provided to MCU employees as described in the MCU Compensation and Benefit Plan as adopted by the City Council.

2. The City shall provide at-will employees a Flexible Benefits Plan Contribution in the same manner as provided to MCU employees and further described in the MCU Compensation and Benefit Plan as adopted by the City Council.

3. The City shall provide at minimum a \$50,000 life insurance policy at the City's expense and optional life insurance program benefits at the at-will employee's expense.

4. At-will employees shall be enrolled in City's retirement plan with the California Public Employees' Retirement System (PERS), subject to the applicable benefit formula, terms, and conditions provided in the contract between City and PERS and also subject to applicable state law regulations. At-will employee shall make all member contributions and there shall be no employer-paid member contributions.

5. Eligible at-will employees are entitled to participate in the Retiree Medical Insurance Contribution Program in the same manner as provided to MCU employees and further described in the MCU Compensation and Benefit Plan as adopted by the City Council.

6. At-will employees shall be entitled to the same paid holidays as MCU employees as further described in the MCU Compensation and Benefit Plan as adopted by the City Council.

7. At-will employees that also serve as sworn police officers shall be entitled to "bank" holidays worked during a fiscal year, as approved by the City Manager. Unused hours shall be forfeited at the end of each fiscal year.

8. At-will employees that also serve as a sworn police officers do not participate in Social Security. Non police officer (non-sworn) at-will employees shall participate in Social Security.

9. At the discretion of the City Manager, at-will employees that also serve as sworn police officers may be eligible to receive POST Certificate Pay ("Certificate Pay") as follows:

- a. Certificate Pay for Advanced Peace Officer Standards and Training at 5% of base pay;
- b. Certificate Pay for Advanced and Management Peace Officers Standards and Training at 10% of base pay.

Certificate Pay will not be awarded until POST grants the Certificate, which will be retroactive to the City Manager's approval date. An employee who qualifies for more than one POST certificate shall receive the higher compensation only (non-cumulative).

10. The City Manager may provide at-will employees with tools such as a cell phone, a laptop computer, or a communication allowance up to \$100 per month for purposes of communications with the City Council, City Manager and other City employees.

11. The City Manager may pay the dues and subscriptions necessary for the employee's participation in national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement and for the good of the City.

12. The City Manager may provide for travel and subsistence expenses for the attendance of the at-will employee at meetings and similar functions necessary for City business, including, but not limited to regional, state and local government groups and committees of which the employee is a member as well as short courses, institutes and seminars necessary for the employee's professional development and the good of the City.

13. As provided for in the MCU Compensation and Benefit Plan, the City Manager may provide "Special Circumstance Pay" to an at-will employee. Said pay shall be paid at straight time when an at-will employee's normal workload is expanded above and beyond what is normally required in accordance with their position description. In order to be eligible for compensation based on special circumstances, the at-will employee must have written authorization from the City Manager. Payroll is not authorized to pay any special compensation for FLSA exempt positions without this written authorization. Said "Special Circumstance Pay" is not subject to the limitations provisions found in Section E.2. of this resolution.

#### **Section 4. Other Terms and Conditions of Employment**

Except as provided herein, all regulations and rules of the City relating to sick leave, retirement and pension system contributions, holidays and other fringe benefits and

working conditions as they now exist or hereafter may be amended, also shall apply to the at-will employee group in the same manner as they would apply to the MCU employees of the City.

**Section 5. Sole Rights**

The severance provisions set forth herein constitute the sole and only entitlement of the at-will employee in the event of termination, other than for cause. The Employee expressly waives and relinquishes any and all rights except as provided herein.

**Section 6. Severability**

The any provision, or any portion thereof, contained in this resolution is held unconstitutional, invalid or unenforceable, the remainder of this resolution, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

**Section 7. Effective Date**

This Resolution shall become effective immediately upon its adoption.

**Section 8. Certification**

This City Clerk shall certify to the adoption of this resolution.

**PASSED, APPROVED AND ADOPTED** 19<sup>th</sup> of April, 2023.



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**OSCAR ORTIZ  
MAYOR**

**ATTEST:**



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**SABDI SANCHEZ, CMC  
CITY CLERK ADMINISTRATOR**



**Exhibit A**

**At-Will Classification and Compensation Plan**

Amended by Resolution No. 10305, adopted June 15, 2022

**Exhibit B**

**Vacation Hours Accrual**

<b>Pay Periods (pp) Completed</b>	<b>Hours Earned per Pay Period</b>	<b>Hours Accumulated per Year</b>
1 pp-104 pp	3.08 hours	80 hours
105 pp-182 pp	4.62 hours	120 hours
183 pp -260 pp	5.54 hours	144 hours
261 pp -286 pp	6.15 hours	160 hours
287 pp -312 pp	6.46 hours	168 hours
313 pp-338 pp	6.77 hours	176 hours
339 pp -364 pp	7.08 hours	184 hours
365 pp - 390 pp	7.39 hours	192 hours
391 pp+	7.69 hours	200 hours

**CERTIFICATION**

I, Sabdi Sanchez, City Clerk Administrator of the City of Indio, California, hereby certify that **Resolution No. 10350** was duly and regularly adopted at a meeting of the City Council held on the 19th day of April 2023 by the following vote, to wit:

Ayes: Fermon, Holmes, Miller, and Mayor Ortiz

Noes: None

Absent: Mayor Pro Tem Ramos Amith

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the City of Indio, California, this 19th day of April 2023.



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SABDI SANCHEZ, CMC  
City Clerk Administrator  
City of Indio

