

CITY OF FULLERTON
AMENDED AND RESTATED EMPLOYMENT AGREEMENT
DEPUTY CITY MANAGER

This Amended and Restated Employment Agreement ("Agreement") is made and entered into this 27th day of April 2024 by and between the City of Fullerton, a California municipal corporation ("City"), and Daisy Perez-Castellanos ("Perez").

RECITALS

WHEREAS, Perez has served as Deputy City Manager of the City of Fullerton since September 12, 2022; and

WHEREAS, Perez desires to continue the employment of Perez as Deputy City Manager; and

WHEREAS, the City desires to provide certain benefits, establish certain conditions of employment and set certain working conditions of the Deputy City Manager; and

WHEREAS, pursuant to Resolution No. 2023-068 and Resolution No. 2024-025*, the City Council of the City of Fullerton approved a multi-year salary schedule for Executive classifications; and

WHEREAS, the Agreement is being amended to reflect the changes approved by the City Council of the City of Fullerton; and

WHEREAS, the City and Perez desire to enter into this amended and restated agreement to specify the terms and conditions of Perez' employment with the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein, the parties agree as follows:

1. Duties

The City agrees to employ Perez as Deputy City Manager beginning September 12, 2022 (hereinafter "Appointment Date") to perform the functions and duties of the Deputy City Manager as set forth in the Class Specification for Deputy City Manager attached hereto as Exhibit "A" and incorporated herein by this reference, and to perform other permissible and proper duties and functions consistent with the position of Deputy City Manager as the City Manager may from time-to-time assign.

* Resolution No. 2024-025 amended the salary range for the classification of Fire Chief only.

2. Term and Conditions

- A. This agreement supplements all ordinances, resolutions, policies, rules, regulations, procedures, and benefits ("City Rules") which apply to Executive employees, which shall apply to Perez, including, but not limited to, Resolution No. 2023-068 and Resolution No. 2024-025, Compensation for Executive Employees (hereinafter "Executive Compensation Resolution") as it currently exists or may hereafter be amended or superseded or as modified herein.
- B. Pursuant to and consistent with the Executive Compensation Resolution and Resolution No. 8485, Municipal Code Sections 2.33.010 and 2.33.020 (attached) shall not apply to Perez with respect to the City's disciplinary and appeals procedures. Perez serves at the pleasure of the City Manager and may be discharged without cause provided that she is given six (6) months' written notice. As an alternative to such notice, Perez shall receive a lump sum cash payment equal to six (6) months of her then-current base salary and the City shall pay for the first six (6) months of COBRA coverage under the City sponsored medical, dental or vision plan in which Perez and her dependents are covered at the time of her separation.

This requirement shall not apply if Perez is discharged for cause. As used in this Agreement, Cause shall mean any of the following:

1. Indictment, conviction or plea of nolo contendere to any felony or other crime involving moral turpitude;
2. Material breach of City policy or this Agreement, which breach Perez has not cured, to the extent curable, to the satisfaction of the City Manager within sixty (60) days after receiving notice of such breach;
3. Fraud, embezzlement, misappropriation of funds or disclosure of confidential information;
4. Misconduct or gross negligence that results, or reasonably could be expected to result, in financial damage to the City;
5. Failure to cooperate with an official investigation authorized by the City Manager, or initiated by a governmental authority, in either case related to the City, its business, Council members or City employees; or
6. Acceptance of employment from another source which is inconsistent with full time employment as Deputy City Manager and/or in violation of this Agreement.

Employment Agreement – Deputy City Manager

C. If Perez voluntarily resigns or retires, she shall give the City ninety (90) calendar days' written notice in advance, unless the parties otherwise agree in writing.

D. Pursuant to Government Code section 53243.2, any cash settlement Perez may receive related to the termination of this Agreement, including, but not limited to a severance payment and the cost of COBRA payments, shall be fully reimbursed to the City if Perez is convicted of a crime involving "an abuse of office or position", as that term is defined in Government Code section 53243.4.

3. Work Schedule

Perez will work a standard work schedule. The precise daily schedule is subject to determination by the City Manager based on the City's business needs. The Deputy City Manager is an exempt position. As such, Perez shall not be eligible for overtime.

4. Salary

Effective March 16, 2024, City agrees to compensate Perez for services rendered, a base salary of no less than \$180,187 per year (approximately \$86.628 per hour), which is the top of the salary range for Deputy City Manager.

The salary range for Deputy City Manager, and Perez's base salary, shall be increased according to the schedule of increases contained in Resolution No. 2024-025 Appendix A – Executive Salary Schedule (attached).

5. CalPERS

Perez shall be enrolled in the City of Fullerton's CalPERS plan for miscellaneous employees with the benefit formula determined by the City's contract with CalPERS. The City's contribution and Perez' contribution towards CalPERS shall be made in accordance with the Executive Compensation Resolution or any successor resolutions.

6. Retiree Medical

In lieu of Perez' eligibility for a City contribution to health insurance after retirement from the City, the City agrees to make contributions of \$100 each pay period that this Agreement is in effect into a retiree health savings account in a plan to be implemented by the City as soon as possible following the Effective Date of this Agreement.

Pursuant to Section 19: Healthy Lifestyle Practices in the Executive

Employment Agreement – Deputy City Manager

Compensation Resolution, Perez has the option to convert the \$750 annual medical exam benefit into a City contribution to Perez' retiree health savings account in the amount of \$28.85 per pay period.

7. Vacation Accrual

Perez shall accrue vacation time at the rate of a 10-year employee, 128 hours per year. For the purposes of vacation accrual rate calculation only, Perez will be treated as having 10 years of service upon appointment. Perez' accrual rate will follow the Executive Compensation Resolution in effect at the time of completing each year of service.

An initial bank of 40 hours was established for use by Perez effective the Appointment Date. The 40 hours in the initial bank shall have no cash value for Perez.

8. Sick Leave

Perez shall accrue sick leave at the rate of 3.69 hours per pay period. An initial bank of 40 hours was established for use by Perez effective the Appointment Date. The 40 hours in the initial bank shall have no cash value or CalPERS service credit value for Perez.

9. Executive Leave

Perez will be eligible for Executive Leave at the rate of 81 hours per year in accordance with the Executive Compensation Resolution. A bank of 81 hours was established for use by Perez effective the Appointment Date.

10. Other Benefits

Except as noted in this provision, Perez shall be entitled to other benefits as provided to Executive employees within the Executive Compensation Resolution, including but not limited to, participation in City sponsored health plans and City contributions toward coverage in such plans, vehicle allowance, and paid holidays.

11. No Reduction in Benefits

City shall not at any time during the term of this Agreement reduce the base salary, compensation, or other financial benefits of Perez except on the same basis as may be applicable to all executive management employees of the City. This may be done notwithstanding the provisions of Section 4 above.

12. Indemnification

City shall defend, hold harmless and indemnify Perez against any tort, professional liability claim or demand or other legal action arising out of any alleged act or omission occurring within the scope of her employment as the Deputy City Manager in accordance with the provisions of California Government Code section 825. At its sole discretion, City may compromise, settle, assign legal counsel, determine litigation strategy, or pay judgment rendered in any such claim or suit.

Perez shall cooperate fully in the investigation and defense of any such liability claim, demand, or legal action.

Perez acknowledges and agrees that City's agreement to defend, hold harmless and indemnify her does not constitute an agreement to pay any punitive damages awarded against Perez in any such liability claim, demand or legal action. In that regard, Perez acknowledges and agrees that per subdivision (b) of Government Code section 825, City may not make a determination whether or not to indemnify an employee for an award of punitive damages until such time as the award is made.

13. Other Terms and Conditions of Employment

The City Manager, in consultation with Perez, shall establish any other terms and conditions of employment as he/she may determine from time to time, relating to the performance of Perez, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Fullerton Municipal Code, any ordinance or resolution of the City, or other applicable laws, rules or regulations for payout of the cash value of accrued vacation leave at the time of separation.

14. Notices

Any notice required or permitted by this Agreement shall be in writing and shall be personally served or be sufficiently given when served upon the other party as sent by the United States Postal Service, postage prepaid and addressed as follows:

To City:

City Manager
City of Fullerton
303 W. Commonwealth Ave
Fullerton, CA 92832-1775

To Perez :

Daisy Perez
Address on record with the Human
Resources Department

15. General Provisions

- A. This Agreement constitutes the entire agreement between parties.
- B. If any provision or portion thereof contained in this Agreement is held unlawful, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.
- C. In the event of any legal action between the parties hereto to enforce the provisions of this Agreement, each party shall bear their own legal fees and costs.
- D. This Agreement is intended to secure the individual services of Perez and is not assignable or transferrable by Perez to any third party.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.
- F. Perez acknowledges that she has been represented by independent legal counsel of her own choosing, or if not, has been advised to obtain independent legal counsel and has freely and voluntarily waived and relinquished the right to legal counsel. Further, if Perez has not obtained independent legal counsel, she acknowledges that the failure to have independent legal counsel will not excuse her failure to perform under this Agreement or any agreement referred to in this Agreement.
- G. This Agreement may be executed in counterparts containing original signatures.

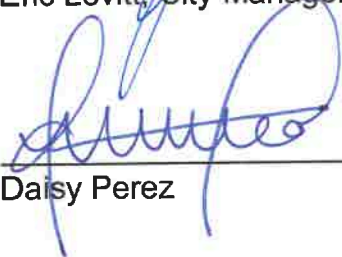
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Employment Agreement – Deputy City Manager

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and duly executed on its behalf by its City Manager, and Perez has signed and executed this Agreement, the date and year first written above.

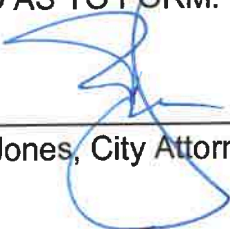
By: 
Eric Levitt, City Manager

Date: 5/3/24

By: 
Daisy Perez

Date: 5/1/24

APPROVED AS TO FORM:


Richard D. Jones, City Attorney

Date: 4.30.24

Attachment: Resolution No. 2024-025 Appendix A – Executive Salary Schedule

FULLERTON EXECUTIVE UNIT
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective April 27, 2024
Per Reso 2024-025

<u>RANGE NO.</u>	<u>CLASS TITLE</u>	<u>Annual Minimum</u>	<u>Salary Control Point</u>	<u>Annual Maximum</u>
1000	Deputy Director of Parks and Recreation	\$98,629	\$123,286	\$147,944
1010	Deputy Director of Administrative Services Deputy Director of Community and Economic Development	\$109,274	\$136,593	\$163,912
1020	Assistant Director of Public Works - Maintenance	\$112,317	\$140,396	\$168,475
1030	Library Director	\$118,825	\$148,531	\$178,238
1040	City Engineer/Assistant Director of Public Works Deputy City Manager Director of Human Resources	\$120,125	\$150,156	\$180,187
1050	Director of Parks & Recreation	\$132,513	\$165,641	\$198,769
1060	Director of Administrative Services	\$139,359	\$174,199	\$209,038
1070	Chief Information Officer Director of Community and Economic Development	\$146,826	\$183,533	\$220,240
1080	Director of Public Works	\$154,637	\$193,296	\$231,955
1090	Fire Chief	\$162,673	\$203,342	\$244,010

FULLERTON EXECUTIVE UNIT
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 6, 2024
Per Reso 2024-025

<u>RANGE NO.</u>	<u>CLASS TITLE</u>	<u>Annual Minimum</u>	<u>Salary Control Point</u>	<u>Annual Maximum</u>
1000	Deputy Director of Parks and Recreation	\$102,574	\$128,217	\$153,861
1010	Deputy Director of Administrative Services Deputy Director of Community and Economic Development	\$113,645	\$142,057	\$170,468
1020	Assistant Director of Public Works - Maintenance	\$116,809	\$146,012	\$175,214
1030	Library Director	\$123,578	\$154,472	\$185,367
1040	City Engineer/Assistant Director of Public Works Deputy City Manager Director of Human Resources	\$124,930	\$156,162	\$187,395
1050	Director of Parks & Recreation	\$137,813	\$172,267	\$206,720
1060	Director of Administrative Services	\$144,934	\$181,167	\$217,400
1070	Chief Information Officer Director of Community and Economic Development	\$152,699	\$190,874	\$229,049
1080	Director of Public Works	\$160,822	\$201,028	\$241,233
1090	Fire Chief	\$169,180	\$211,475	\$253,770

FULLERTON EXECUTIVE UNIT
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 5, 2025
Per Reso 2024-025

<u>RANGE NO.</u>	<u>CLASS TITLE</u>	<u>Annual Minimum</u>	<u>Salary Control Point</u>	<u>Annual Maximum</u>
1000	Deputy Director of Parks and Recreation	\$106,677	\$133,346	\$160,015
1010	Deputy Director of Administrative Services Deputy Director of Community and Economic Development	\$118,191	\$147,739	\$177,287
1020	Assistant Director of Public Works - Maintenance	\$121,482	\$151,852	\$182,223
1030	Library Director	\$128,521	\$160,651	\$192,781
1040	City Engineer/Assistant Director of Public Works Deputy City Manager Director of Human Resources	\$129,927	\$162,408	\$194,890
1050	Director of Parks & Recreation	\$143,326	\$179,158	\$214,989
1060	Director of Administrative Services	\$150,731	\$188,414	\$226,096
1070	Chief Information Officer Director of Community and Economic Development	\$158,807	\$198,509	\$238,211
1080	Director of Public Works	\$167,255	\$209,069	\$250,883
1090	Fire Chief	\$174,255	\$217,819	\$261,383

**FULLERTON EXECUTIVE UNIT
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES**

Effective July 4, 2026
Per Reso 2024-025

RANGE NO.	CLASS TITLE	Annual Minimum	Salary Control Point	Annual Maximum
1000	Deputy Director of Parks and Recreation	\$109,877	\$137,346	\$164,816
1010	Deputy Director of Administrative Services Deputy Director of Community and Economic Development	\$119,265	\$149,081	\$178,897
1020	Assistant Director of Public Works - Maintenance	\$125,126	\$156,408	\$187,689
1030	Library Director	\$132,376	\$165,471	\$198,565
1040	City Engineer/Assistant Director of Public Works Deputy City Manager Director of Human Resources	\$133,824	\$167,280	\$200,736
1050	Director of Parks & Recreation	\$147,626	\$184,533	\$221,439
1060	Director of Administrative Services	\$155,253	\$194,066	\$232,880
1070	Chief Information Officer Director of Community and Economic Development	\$163,571	\$204,464	\$245,357
1080	Director of Public Works	\$172,273	\$215,341	\$258,409
1090	Fire Chief	\$179,483	\$224,354	\$269,224