

DATE SUBMITTED 3/29/18
 SUBMITTED BY City Manager's Office
 DATE ACTION REQUIRED 4/4/2018

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS 

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: APPOINTMENT OF DIRECTOR OF INFORMATION TECHNOLOGY FOR THE CITY OF IMPERIAL;

1. APPROVAL OF AGREEMENT BETWEEN THE CITY OF IMPERIAL AND ALEJANDRO ESTRADA FOR DIRECTOR OF INFORMATION TECHNOLOGY SERVICES;
2. APPOINTMENT OF ALEJANDRO ESTRADA TO DIRECTOR OF INFORMATION TECHNOLOGY FOR THE CITY OF IMPERIAL;

DEPARTMENT INVOLVED: CITY MANAGER'S OFFICE

BACKGROUND/SUMMARY:

The City of Imperial wishes to appoint Alejandro Estrada as the City's Director of Information Technology (IT). Mr. Estrada has provided IT administration and services to the City over the last eighteen years. It is in the best interest of the City to contract and appoint Mr. Estrada as an (FTE) employee. The services provided in this contract are already managed and administered by Mr. Estrada. They include but are not limited to: management of servers, wireless infrastructure, technical support for local users and workstations, information technology security services, water and wastewater SCADA system(s), online and infrastructure services, website content and programming updates service, iWeb content and programming updates, service programming consulting services, AMI backbone monitoring, maintenance and troubleshooting and video surveillance monitoring service.

FISCAL IMPACT: \$123,500.00 annual contract
 Contract with benefits: \$149,801.00
 Current Budget \$177,000.00
 Cost Savings: \$27,199.00

FINANCE INITIALS _____

STAFF RECOMMENDATION:

DEPT. INITIALS _____

MANAGER'S RECOMMENDATION: It is my recommendation to approve the contract for Mr. Estrada appointing him as the Director of IT for the City of Imperial.

CITY MANAGER'S INITIALS 

MOTION:

SECONDED: APPROVED () REJECTED ()
 AYES: DISAPPROVED () DEFERRED ()
 NAYES:
 ABSENT: REFERRED TO:

**CITY OF IMPERIAL INFORMATION TECHNOLOGY
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this ___ day of April, 2018, by and between the City of Imperial, a municipal corporation of the State of California, hereinafter called "Employer," and Alejandro Estrada, hereinafter called "Employee."

WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee for the purpose of providing information technology services and employee wishes to be so employed; and

WHEREAS, services to be provided by Employee include, but are not limited to management of servers, wireless infrastructure, technical support for local users and workstations, information technology security services, water and wastewater SCADA system(s), online and infrastructure services, website content and programming updates service, iWeb content and programming updates, service programming consulting services, AMI backbone monitoring, maintenance and troubleshooting and video surveillance monitoring service; and,

WHEREAS, it is the desire of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Employer hereby agrees to employ Employee as its Director of Information Technology as described in the recitals hereto. Such duties include such other services as may be assigned from time to time by the City Manager so long as such duties are consistent with those normally associated with this position and are consistent with Employee's training and experience. Employee shall devote his full-time, attention and energies to his duties. Employee may, from time to time engage in activities for compensation for persons or entities other than Employer; provided, however that Employee shall obtain written permission, in advance, from the City Manager. City Manager may, in his sole discretion, grant, deny or impose conditions on such outside employment. Where Employee engages in outside employment, he shall indemnify, defend and hold Employer harmless from any claims arising from such outside employment.

Section 2: Termination and Severance Pay

Employee is at-will and serves at the pleasure of the City Manager. Employer may terminate Employee at any time without cause. In the event this Agreement is terminated without cause, then Employee shall receive three (3) month's base salary, payable upon the effective date of termination. Pursuant to California Government Code Section 53243.2, regardless of the term of this Agreement, if it is terminated, any cash settlement related to the termination shall be fully reimbursed to Employer if Employee is convicted of a crime involving an abuse of his office or position.

Section 3: Resignation

In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer one (1) month notice unless the parties agree otherwise.

Section 4: Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this agreement and applicable law.

Section 5: Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of one hundred twenty-three thousand, five hundred dollars (\$123,500.00). Pay periods shall coincide with other unrepresented management employees. Employer and Employee agree that, based upon budget considerations and an annual performance review by the City Manager of Employee's performance, the Employee's salary may be adjusted in the sole discretion of the City Manager in accordance with the City's unrepresented management salary administration plan.

Section 6: Benefits

Retirement: Employee will participate in the City's California Public Employees Retirement System ("CalPERS"). Contributions to the plan by Employer and Employee shall be on the same terms and conditions as other members of the plan.

Other Benefits: Except for salary, which will be managed in accordance with Section 5, Employee shall receive the same benefits as unrepresented management employees. It is recognized that the Employee must devote a great deal of time outside normal business hours of the Employer. As such, the Employee will be allowed to take up to eighty (80) hours of Administrative Leave per fiscal year as he shall deem appropriate during normal business hours.

Section 7: Ownership of Inventions

The Parties hereto acknowledge that Employee has served Employer as a consultant and, in that capacity, has developed various systems and programs to assist Employer in the conduct of its business. Employer shall have "shop rights" to any invention or system developed by Employee for Employer's use prior to the date of this Agreement. Such "shop rights" include a non-exclusive, royalty-free, non-transferable license to such invention or system. As to inventions developed after the date of this Agreement for Employer's use, Employee hereby assigns to the Employer all of Employee's right, title and interest in and to Employee's intellectual property rights therein.

Section 8: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 9: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer:

City of Imperial
420 South Imperial Avenue
Imperial, California 92251
ATTN: City Manager

Employee:

Alejandro Estrada
689 Bahia Street
Imperial, California 92251

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 10: General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective on the date noted above.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the City of Imperial has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, on the day and year first above written.

EMPLOYER:
City of Imperial, California

EMPLOYEE:

Alejandro Estrada

By _____
Stefan T. Chatwin, City Manager

ATTEST:

By _____
Debra Jackson, City Clerk

APPROVED AS TO FORM:

By _____
Dennis H. Morita, City Attorney