

## **REPORT TO CITY COUNCIL**

**DATE: MAY 28, 2008**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**FROM: GREG RAMIREZ, CITY MANAGER**

**BY: NATHAN HAMBURGER, ASSISTANT CITY MANAGER  
CELESTE BIRD, ADMINISTRATIVE ANALYST**

**SUBJECT: APPROVAL OF EMPLOYMENT AGREEMENT WITH CHRISTY PINUELAS AS DIRECTOR OF FINANCE**

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With the retirement of Georgette Holt, the City's Director of Finance for 11 years, it became necessary to recruit for a new Director of Finance. After a very successful recruitment, the City hired Christy Pinuelas who came to us from the City of Camarillo. The purpose of this report is to seek City Council approval of an employment agreement with Christy Pinuelas as the new Director of Finance.

Ms. Pinuelas was with the City of Camarillo for sixteen years, serving as the Deputy Director of Finance for the last four years. She brings a strong finance and budgeting background which includes the development of the City of Camarillo's \$82.8 million budget consisting of 44 funds, including Redevelopment, Capital Projects, and a Sanitary District. Staff is confident that Ms. Pinuelas will be an asset to the City.

The employment agreement establishes the general parameters of this at-will management position in terms of duties, salary, benefits, and conditions of termination and resignation. This agreement has been reviewed by the City Attorney and approved as to form.

### **RECOMMENDATION**

It is respectfully recommended the City Council approve the attached Employment Agreement with Christy Pinuelas.

Attachments: Employment Agreement – Christy Pinuelas

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 21st of May, 2008, by and between the CITY OF AGOURA HILLS, State of California, a Municipal Corporation, herein called the "CITY", and Christy Pinuelas, an individual, hereinafter called "EMPLOYEE"

### RECITALS

- A. The City desires to employ the services of Employee, and Employee desires to accept employment as Director of Finance for the City of Agoura Hills.
  
- B. The City desires to:
  - (1) Retain the services of Employee and provide inducement for her to remain in such employment;
  - (2) Make possible full work productivity by assuring Employee's future security;
  - (3) Encourage the highest standard of fidelity and public service on the part of the Employee; and
  - (4) Provide a just means for terminating Employee's services at such time as she may be unable fully to discharge her duties, or when City may desire otherwise to terminate her employment.
  
- C. The parties further desire to establish certain benefits and certain conditions of the Employee's employment, as provided in this Agreement.

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

- 1. Duties

City agrees to employ Employee as Director of Finance for the City to perform the duties and functions specified in the Agoura Hills Municipal Code, and all relevant resolutions, rules, regulations, procedures and state codes; the applicable job description and such other legally permissible and proper duties and functions as the City Manager or designee may from time to time assign.
  
- 2. Term

Unless sooner terminated as provided in this Agreement, the Initial Term shall be for a period of twelve (12) months commencing on May 21, 2008, and continuing to May 20, 2009 ("Termination Date"). This Agreement shall automatically renew as provided herein unless the City gives Employee timely notice of non-renewal. The City must give Employee written notice of non-renewal at least four (4) months prior to the initial Termination Date or any succeeding Termination Date. Unless such notice of non-renewal is timely given, this Agreement shall automatically renew for an additional one-year term, and a new Termination Date shall be accordingly established.

3. Termination and Resignation

- a. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager or designate to terminate the services of the Employee at any time, subject only to the provisions contained in Paragraph (d) of this Section 3 of this Agreement and the applicable section(s) of the City of Agoura Hills Municipal Code, if any.
- b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with City, subject only to Employee providing a minimum of thirty (30) days, but preferably sixty (60) days prior written notice to the City.
- c. Notwithstanding the provisions of Paragraph (a) of this Section 3, in the event Employee is terminated for "cause," then the City may terminate this Agreement immediately and Employee shall be entitled only to the compensation accrued to the date of termination. As used in this section, "cause" shall mean any of the following:
  - (1) Conviction of any felony.
  - (2) Conviction of a misdemeanor arising directly out of the Director of Finance's duties pursuant to the Agreement.
  - (3) Willful abandonment of duties.
  - (4) Failure to perform.
- d. In the event that Employee is terminated by the City Manager or designate at any time that Employee is still willing and able to perform the duties of Director of Finance, and the termination is without cause as "cause" is defined in paragraph (c) above, then in that event City shall pay Employee severance pay that is initially equal to two (2) months base salary and increasing at a rate of one-half (1/2) month per one (1) full year worked, not to exceed a maximum of four (4) months base salary. If Employee resigns her employment with City, she shall not be entitled to any severance pay as provided for in this Agreement.
- e. Notwithstanding any other provision or the term of this Agreement, the maximum severance that Employee may receive under this Agreement, as a result of termination, shall not exceed the limitations provided in Government Code §§ 53260–53264.

4. Salary  
City agrees to pay Employee for the services required by this Agreement an initial monthly base salary of \$9,874 per month payable on the City's regular pay days. Employee will be entitled to any cost of living adjustments and or merit advancement authorized by action of the City Council for other management employees of the City without this Agreement having to be amended.
  
5. Hours of Work  
Employee's duties may involve expenditure of time in excess of the applicable overtime threshold for non-exempt employees and may also include time outside normal work hours, such as attendance at City Council meetings. Employee shall be exempt from paid overtime compensation. Employee's salary includes compensation for all hours worked and no additional compensation is due, regardless of the number of hours worked.
  
6. Retirement, Leave and Insurance Benefits
  - a. Generally.  
Except as expressly provided or limited in this Agreement, Employee will be eligible for the benefits outlined in the compensation and benefits resolution or resolutions of the City Council, as applicable to management employees of the City, as amended from time to time. The City reserves the right to modify, change or discontinue any benefit, including any plan or program, to the maximum extent permitted by law. Any modification, change or discontinuance, including any improvement or new benefit, shall apply to Employee to the same extent it is applied to other employees of City without this Agreement having to be amended.
  
  - b. Retirement.  
During the term of this Agreement, Employee shall receive the same Public Employees' Retirement System ("PERS") benefits provided to other City employees, per the applicable benefits resolution and the City's contract with PERS.
  
  - c. Medical and other Insurance.  
During the term of this Agreement, Employee shall receive the same medical, dental, optical, short and long term disability, life and accidental death and dismemberment insurance as provided to other employees of City, as determined on the basis of salary as determined under this Agreement and subject to the terms of the applicable plan documents.
  
  - d. Holiday Leave.  
During the term of this Agreement, Employee shall receive the same paid holidays provided to other employees of City and Employee's salary includes holiday pay. Accordingly, Employee shall not be entitled to any additional salary or compensation for working on a holiday. Also, Employee shall not be entitled to a floating or substitute holiday, even if Employee was not expected or scheduled to work on the day a particular holiday is observed by other management employees of City.

- e. Vacation Leave.  
Vacation shall be scheduled at the convenience of and with the approval of the City Manager or designate. Employee shall begin her employment accruing vacation at a rate of 120 hours per year. Once Employee's vacation accrual rate matches the rate generally applicable to management employees, she shall, thereafter, receive the same vacation accrual as other management employees of City. Once the Employee reaches the maximum vacation leave accrual, the Employee shall cease to accrue any further vacation leave until the amount of accumulated leave falls below the maximum.
  - f. Sick Leave.  
During the term of this Agreement, Employee shall be entitled to sick leave accrual at the same rate applicable to management employees of City, credited each pay period. Employee may accumulate sick leave in the same manner as other management employees of the City.
  - g. Management Leave.  
During the term of this Agreement, Employee shall be eligible for 90 hours of management leave or such other amount as may apply to other management employees of City.
  - h. Deferred Compensation.  
During the term of this Agreement, Employee shall be eligible to participate in the "457" deferred compensation plan maintained by City, as provided in the applicable plan document. Employee will be eligible to receive City matching contributions to deferred compensation in the same amount and subject to the same procedures applicable to other management employees of City.
  - i. Auto Allowance.  
During the term of this Agreement, Employee shall be eligible to receive a car allowance not to exceed \$200 per month at the discretion of the City Manager or designate.
7. Memberships.  
City agrees to pay Employees' memberships in standard professional associations and Employee shall have reasonable right to attend meetings of such associations at City expense if such meetings are conducted within the State of California. However, memberships and meeting attendance expenses shall not exceed amounts authorized by the City Council and pre-approved by the City Manager or designate.
8. General Expenses.  
City recognizes that certain expenses of a non-personal and job affiliated nature may be incurred by Employee. City agrees to reimburse Employee for reasonable and necessary expenses that are submitted to the City for approval and which are supported by adequate documentation. Employee shall submit such reimbursement requests in the form and within the time limits generally applicable to City employees or as otherwise established by rule, regulation or policy.

9. Other Terms and Conditions of Employment.

The City Manager or designate may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code, or other applicable law. In addition, except as otherwise provided in this Agreement, employee shall be subject to City's generally applicable rules and policies, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace, as they presently or in the future may exist.

10. General Provisions.

- a. Integration. The text herein shall constitute the entire agreement between the parties. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. This Agreement may only be amended in writing, signed by the parties.
- b. Severability. If any provision or portion hereof contained in this Agreement is held unconstitutional, invalid or unenforceable 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. Effective Date. This Agreement shall be effective on the 21<sup>st</sup> day of May, 2008.
- d. Employee's Independent Review. Employee acknowledges that she has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that she has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of Employer, its officers, agents or employees other than those expressly set forth in this Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first above written.

By \_\_\_\_\_  
Christy Pinuelas, Employee

**CITY OF AGOURA HILLS**

By \_\_\_\_\_  
John M. Edelston, Mayor

ATTEST:

By \_\_\_\_\_  
Kimberly M. Rodrigues, CMC  
City Clerk