

**RESOLUTION NO. 2015-3373**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA  
AUTHORIZING THE MAYOR TO SIGN THE INITIAL CITY MANAGER EMPLOYMENT  
AGREEMENT WITH CITY MANAGER LYDIA ROMERO**

---

**WHEREAS**, the City of Lemon Grove operates a Council-Manager form of government and the City Council desires to retain a highly qualified City Manager to perform the duties set out under Chapter 2.04 of the Lemon Grove Municipal Code; and

**WHEREAS**, the City Council retained the Executive Search Firm of Bob Murray and Associates to recruit highly qualified candidates for consideration by the City Council; and

**WHEREAS**, the City Council reviewed a list of highly qualified candidates and interviewed many of those highly qualified candidates; and

**WHEREAS**, after careful review and consideration, the City Council authorized its Executive Search Firm and City Attorney to negotiate an Agreement with Ms. Lydia Romero; and

**WHEREAS**, Ms. Romero is a highly qualified candidate based on her years of experience of dealing with complex problems facing modern cities in California and Ms. Romero has agreed to accept the office of Lemon Grove City Manager on the terms and conditions contained herein; and

**WHEREAS**, the City Council has determined it is in the best interests of the citizens of Lemon Grove to approve the attached agreement and authorize the Mayor to sign on behalf of the City of Lemon Grove the attached Agreement.

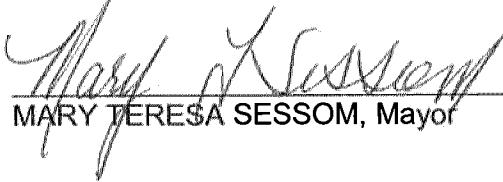
**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemon Grove, California hereby:

1. Declares that the foregoing findings are true and correct; and
2. Approves the attached Initial Employment Agreement (Attachment C) to place Ms. Lydia Romero in the Office of City Manager; and
3. Authorizes the Mayor to sign the attached Agreement.

/////  
/////

PASSED AND ADOPTED: On November 17, 2015, the City Council of the City of Lemon Grove, California adopted resolution No. 2015-3373 by the following vote:

<u>COUNCILMEMBERS</u>	AYES	NOES	ABSTAIN	ABSENT
Mary Teresa Sessom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
George Gastil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Mendoza	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Racquel Vasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

  
\_\_\_\_\_  
MARY TERESA SESSOM, Mayor

Attest:  
  
\_\_\_\_\_  
LAUREEN RYAN QUEDA, Deputy City Clerk

**ATTACHMENT C**  
**CITY OF LEMON GROVE CITY MANAGER EMPLOYMENT AGREEMENT WITH LYDIA ROMERO**

~~THIS Agreement, effective on the 17th day of November 2015, by and between THE CITY OF LEMON GROVE, hereinafter referred to as "CITY" and LYDIA ROMERO, hereinafter referred to as "CITY MANAGER", hereinafter referred to as the "Agreement", which shall employ the CITY MANAGER with a start date of January 1, 2016. This Agreement shall also be referred to as the "City Manager Employment Agreement".~~

THIS AGREEMENT is entered into based on the following facts:

A. CITY has conducted an executive search to fill the permanent position of City Manager under the terms and conditions herein and under Lemon Grove Municipal Code Chapter 2.04 (City Manager), as amended; and

B. The City Council has determined that CITY MANAGER is highly qualified for the office of Lemon Grove City Manager and desires to retain CITY MANAGER under the terms and conditions listed hereunder; and

C. CITY MANAGER desires to assume the office of Lemon Grove City Manager and hereby agrees to the terms listed hereunder; and

D. City Council and CITY MANAGER mutually agree to terms and conditions set forth in this City Manager Agreement that supersedes any previous agreements both written and oral.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations set forth herein, the parties do now agree as follows:

**1. EMPLOYMENT.**

1.1. The City Council hereby makes the appointment and employs CITY MANAGER, as its City Manager, which employment commences on January 1, 2016.

1.2. Upon the subsequent written agreement of the CITY MANAGER and the CITY, the terms and conditions of this Agreement may be amended from time to time.

1.3. CITY MANAGER agrees that she is employed with the CITY as an "at will" employee. The City Council may terminate her employment in its sole discretion, without cause. There has been no express or implied promise made to CITY MANAGER concerning continued employment and such a promise can arise in the future, if at all, only by a resolution in writing, adopted by the City Council.

1.4. This Agreement and Chapter 2.04 of the Lemon Grove Municipal Code are the sole and exclusive bases for the employment relationship between CITY and CITY MANAGER.

**2. TERM OF EMPLOYMENT**

2.1. The term of employment of CITY MANAGER under this Agreement shall continue until this Agreement is terminated in accordance with the provisions of this Agreement or this Agreement is amended, whichever shall first occur.

2.2. CITY MANAGER shall be retained as the City Manager of CITY, subject to the terms and conditions of this Agreement, until January 1, 2019.

2.3. If the CITY and CITY MANAGER desire to extend CITY MANAGER's term of employment beyond the term expressed in this Agreement, CITY and CITY MANAGER

**ATTACHMENT C**  
**CITY OF LEMON GROVE CITY MANAGER EMPLOYMENT AGREEMENT WITH LYDIA ROMERO**

~~shall commence negotiations to extend CITY MANAGER's employment term on or before March 15, 2018.~~

2.4. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of CITY MANAGER at any time, subject only to the provisions set forth in Sections 8 and 9 of this Agreement.

2.5. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of CITY MANAGER to resign at any time her position with CITY, subject only to the provisions set forth in Section 10 of this Agreement.

**3. CITY MANAGER'S DUTIES**

3.1. CITY MANAGER shall perform the functions and duties specified by the general laws of the State of California, the Lemon Grove Municipal Code, and the ordinances, resolutions, motions and directions established by the City Council, as from time to time may be given.

3.2. Chapter 2.04 of the Lemon Grove Municipal Code relating to the position of the City Manager is incorporated herein by this reference as though fully set forth at length herein and made a part of this Agreement as constituted on the effective date of this Agreement.

3.3. CITY MANAGER shall perform the duties associated with the position of City Manager in accordance with the highest professional and ethical standards of the profession, and in accordance with the rules and regulations established by the City Council.

3.4. As a condition of this Agreement, CITY MANAGER shall file an annual Statement of Economic Interests in accordance with California Law.

3.5. CITY MANAGER shall not engage in any activity, which is, or may become incompatible with the office of City Manager as defined by California law.

3.6. During the term of this Agreement, CITY MANAGER shall not accept any other employment and shall be exclusively employed by CITY, unless prior authorization is received from the City Council, which will not be unreasonably withheld.

**4. EVALUATION OF CITY MANAGER'S PERFORMANCE**

4.1. At least annually, beginning in 2017, on or before January 1, the City Council shall review and evaluate the performance of CITY MANAGER. Said review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and CITY MANAGER. Said criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with CITY MANAGER. Further, the City Council shall provide CITY MANAGER with a summary written statement of the findings of the City Council and provide an adequate opportunity for CITY MANAGER to discuss her evaluation with the City Council unless the parties agree to otherwise during the evaluation process.

4.2. The City Council and CITY MANAGER shall periodically define such goals and performance objectives, which they determine necessary for the proper operations of CITY and in the attainment of the City Council's policy objectives, and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. Such goals shall be reasonably attainable within the time limitations as

**ATTACHMENT C**  
**CITY OF LEMON GROVE CITY MANAGER EMPLOYMENT AGREEMENT WITH LYDIA ROMERO**

~~specified in the annual operating and capital budgets and appropriations provided.~~

4.3. In effecting the provisions of this Section 4, City Council and CITY MANAGER mutually agree to abide by the provisions of applicable California law.

**5. SALARY**

5.1. CITY shall pay to CITY MANAGER for her services rendered under this agreement at an annual rate of One Hundred and Seventy-five Thousand Dollars (\$175,000.00) per year, which shall be CITY MANAGER's base salary, payable in equal installments at the same time as other employees of CITY are paid. The salary shall be subject to applicable state, local and federal withholdings.

5.2. Subject to a performance evaluation, CITY may, on the beginning of each Calendar Year (January 1<sup>st</sup>), revise CITY MANAGER's base salary by a resolution amending CITY's budget. Upon adoption of a resolution amending the CITY MANAGER's salary, the salary listed in the latest adopted budget resolution shall act as an amendment to 5.1 , above, as of the effective date listed in the applicable resolution.

5.3. For the purpose of defining "base pay" under Section 8.3.1, herein, the salary established under Section 5.1, above, shall be adjusted by two and one-half percent (2 1/2%) annually. The automatic cost of living adjustment, for the purpose of establishing severance amounts, shall not apply in any calendar year in which CITY MANAGER receives a salary increase.

**6. DEFERRED COMPENSATION**

6.1. CITY shall, in addition to base salary, and in regular installments, pay an annual total of Six Thousand Dollars (\$6,000) into a deferred compensation plan for the benefit of CITY MANAGER, for each calendar year in which CITY MANAGER is employed by CITY as City Manager.

**7. ADDITIONAL BENEFITS**

7.1. Vacation. CITY MANAGER shall receive one hundred fifty three (153) hours of paid vacation per year, which CITY MANAGER shall accrue proportionately for each month of employment.

Vacation days may be accrued and carried over on a calendar year subject to the limitations of Council Policy 92-1 adopted by Resolution No. 1422 which limits total accrued vacation time to eight (8) weeks.

7.1.1. Prior to taking more than three (3) consecutive days of vacation time, CITY MANAGER shall advise the City Council of the proposed dates of vacation at least ten days prior to the date of such vacation time, and give the opportunity to any member of the City Council to object thereto. Any City Council member who wishes to object, must do so within three days of receipt of such notice of the proposed dates of vacation. After such an objection, CITY MANAGER shall only take the proposed vacation time if a majority of the City Council approves such vacation time. When CITY MANAGER takes vacation time of three (3) days or less, she must notify the City Council, but approval is not required.

7.1.2. Vacation days may be converted into cash in accordance with the CITY's policy

**ATTACHMENT C**  
**CITY OF LEMON GROVE CITY MANAGER EMPLOYMENT AGREEMENT WITH LYDIA ROMERO**

~~offered to other management CITY employees. Upon the termination of employment of CITY MANAGER, any remaining vacation days shall be converted into cash and paid to CITY MANAGER~~

7.2. Executive Leave. CITY MANAGER shall be entitled to take six (6) days of Executive Leave each calendar year in accordance with CITY policy relating to its management employees, which shall accrue proportionately for each month of employment. However, prior to taking more than three (3) consecutive days of Executive Leave, CITY MANAGER must comply with Section 7.1.1. of this Agreement.

7.3. Sick Leave. CITY MANAGER shall be entitled to twelve (12) days of sick leave during each calendar year, accruing proportionately for each month of employment. Unused sick leave shall accrue in accordance with CITY policy relating to its management employees.

7.4. Retirement Plan. CITY MANAGER shall be eligible to participate in the same retirement plan provided other management employees of CITY. CITY MANAGER agrees to pay on her behalf, the annual employee contribution and other participant contributions required of an employee under the provisions of such retirement plan.

7.5. Automobile Allowance. CITY MANAGER will use her own personal automobile for official use while employed under the terms of this Agreement. CITY will provide CITY MANAGER with a monthly automobile allowance in the amount of Five Hundred Dollars (\$500). Such allowance is intended to cover the costs of automobile maintenance, gas, oil and insurance. CITY MANAGER shall be responsible for any and all liability for personal injury, property damage, and for operation, maintenance, and repair of said automobile arising out of CITY MANAGER's use of said automobile. CITY MANAGER shall be solely responsible for the payment of all income tax liability, whether federal or state, arising out of CITY MANAGER's receipt of said automobile allowance.

7.6. Other Employee Benefits. CITY agrees to provide term life insurance in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) to CITY MANAGER, to be effective within thirty (30) days of the execution of this Agreement. CITY agrees to provide CITY MANAGER with the same holidays, health insurance, flexible benefit plan, dental, long-term disability insurance, and other benefits provided to other management employees by the CITY. All actions taken by the City Council affecting the benefits of other management employees of CITY shall be considered actions affecting benefits of CITY MANAGER, and such actions shall be deemed amendments to her Agreement to which CITY MANAGER agrees by execution of this Agreement.

7.7. Professional Membership and Conferences. CITY shall pay for the CITY MANAGER'S professional membership in the International City Manager's Association and in the California League of Cities. In addition, CITY shall pay for CITY MANAGER to attend the Annual Conference of each organization, annually.

7.8. Reimbursable Expenses. CITY shall reimburse CITY MANAGER for all expenses reasonably incurred by her in the discharge of her duties as CITY MANAGER.

7.9 Health Care. CITY shall pay seven hundred and seventy-five dollars (\$775.00) per month of health care costs for CITY MANAGER's personal or family health care coverage.

**8. TERMINATION OF CITY MANAGER BY CITY COUNCIL WITHOUT CAUSE.**

ATTACHMENT C

CITY OF LEMON GROVE CITY MANAGER EMPLOYMENT AGREEMENT WITH LYDIA ROMERO

**10. TERMINATION BY CITY MANAGER**

10.1. CITY MANAGER may terminate this Agreement, in her sole discretion, by resigning from the position of the City Manager. CITY MANAGER agrees to provide written notice to CITY of at least Thirty (30) days prior to the effective date of her resignation. CITY shall have no further obligation for any payments of salary, benefits, or severance payments as provided in this Agreement, after CITY MANAGER's termination date. However, CITY MANAGER will be paid all salary and benefits accrued through the date of termination in accordance with CITY policy offered to other management employees terminating employment with CITY.

**11. INCENTIVES TO ACCEPT EMPLOYMENT AGREEMENT**

11.1. CITY MANAGER is credited with seventy-six point five (76.5) hours of her one hundred and fifty three (153) hours of paid vacation leave, and, notwithstanding the management compensation plan, credited with a total of six (6) days of her twelve (12) days of sick leave immediately upon commencement of employment. This provision does not add additional hours of paid vacation or sick leave to the total hours of vacation and sick leave as provided under Sections 7.1 and 7.3 of this Agreement, but serves to accelerate CITY MANAGER's accrual of the designated vacation and sick time.

**12. RENEGOTIATION PROVISION**

12.1. Nothing shall preclude CITY MANAGER from renegotiating the terms and conditions of this Agreement. Such request shall be made in a confidential writing to the Mayor of the City of Lemon Grove. No request to renegotiate shall be made sooner than nine (9) months from the commencement of this Agreement.

**13. GENERAL PROVISIONS**

13.1. Notices. Notices given under this Agreement shall be in writing and shall be either:

A. served personally; or

B. sent by facsimile (provided a hard copy is mailed within one (1) business day); or


C. delivered by first-class United States mail, certified, with postage prepaid and a return receipt requested; or

D. sent by Federal Express, or some equivalent private mail delivery service.


Notice shall be deemed received at the earlier of actual receipt of three (3) days following deposit in the United States mail, postage prepared. Notice shall be directed to the addresses shown below, provided that a party may change such party's address for notice by giving written notice to the other party in accordance with this section.

CITY: Attn: Mayor Mary Teresa Sessom  
City of Lemon Grove  
3232 Main Street  
Lemon Grove, CA 91945

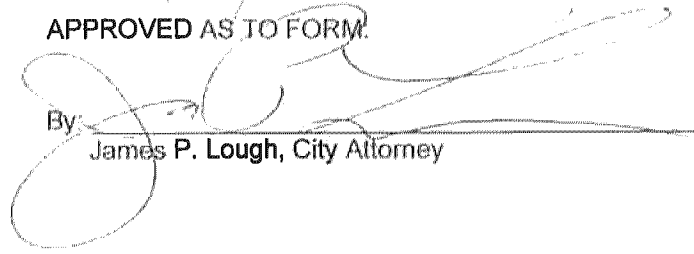
**ATTACHMENT C**  
**CITY OF LEMON GROVE CITY MANAGER EMPLOYMENT AGREEMENT WITH LYDIA ROMERO**

By:   
Mary Teresa Sessom, Mayor

CITY MANAGER

By:   
Lydia Romero

APPROVED AS TO FORM:

By:   
James P. Lough, City Attorney