

**AMENDED AND RESTATED DIRECTOR OF GOVERNMENT AND COMMUNITY  
RELATIONS (CITY CLERK) EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF BUENA PARK AND ADRIA M. JIMENEZ**

This Amended and Restated Employment Agreement (“Agreement”) is made and entered into as of June 24, 2023, by and between the City of Buena Park, a California municipal corporation (“City” or “Employer”), and Adria M. Jimenez, an individual (“Employee”).

**RECITALS**

A. Employee has been employed by the City in her current capacity as City Clerk since June 5, 2017.

B. Employee has demonstrated that she has the requisite specialized skills, training, certifications, licenses, and authorizations and is otherwise qualified to serve as City Clerk.

C. City desires to change the Job Classification Specification title and to retain the services of Adria M. Jimenez as Director of Government and Community Relations (City Clerk) responsible for the administrative functions of the City Clerk’s Office including, but not limited to the local legislative process, election procedures, records management, and provisions of staff support to the City Council.

D. City and Employee wish to enter into an amended and restated employment agreement that sets forth the rights and obligations of the parties and that will supersede all prior negotiations, discussions, or agreements.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, City and Employee agree as follows:

**1. TERM OF EMPLOYMENT.** The terms of this agreement shall commence on June 24, 2023, and shall remain in effect unless sooner terminated as provided in this Agreement.

**2. DUTIES AND AUTHORITY.** Employee shall exercise the full powers and perform the duties of the Office of City Clerk as set forth in: the Buena Park City Code; all applicable rules, regulations, and procedures; the applicable Director of Government and Community Relations (City Clerk) job description and under state or federal law, as each of them currently or may in the future exist. Employee shall exercise such other powers and perform such other duties as City, by the City Council, may assign.

**3. EMPLOYEE'S OBLIGATIONS.** Employee shall devote her full energies, interest, abilities and productive time to the performance of this Agreement, and utilize her best efforts to promote City's interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes with her duties and responsibilities to City. Employee shall obtain prior authorization from the City Council for any outside employment, consulting, teaching or enterprise.

#### 4. **SALARY AND BENEFITS.**

##### A. **Base Salary.**

(1) **Base Salary Schedule.** From the effective date of this Agreement, City shall pay Employee an annual salary as reflected in the table below, consistent with the Management Compensation Plan, at the beginning of the pay period that includes the effective date. The annual salary will be prorated and paid on City's normal paydays, subject to legally permissible or required withholdings. Employee's salary is compensation for all hours worked and for all services under this Agreement and includes consideration for the cost of living adjustment effective June 24, 2023, and June 22, 2024, for all employee associations. Employee shall be exempt from the overtime pay provisions of California law (if any) and federal law.

<b><u>Effective Date</u></b>	<b><u>Annual Salary</u></b>	<b><u>Monthly Equivalent</u></b>
6/24/2023	\$200,616.00	\$16,718
6/22/2024	\$221,166.40	\$18,431
6/21/2025	\$232,232.00	\$19,353

(2) **Management Salary Adjustments.** In addition to the annual salary, Employee shall receive future general cost of living adjustments granted for other management employees. Employee shall be subject to any wage or salary concession generally applicable to management employees of City only if expressly applicable to Employee by action of the City Council or as agreed to by Employee. Salary concessions include salary reductions, furloughs or any other wage concession generally applicable to management employees. Employee's base salary includes consideration for Employee's education level and longevity and Employee shall not be eligible for any additional educational incentive allowance or longevity pay.

##### B. **Employment Benefits.**

(1) **Fringe Benefit Package.** In addition to base salary and except as expressly provided in this Agreement, Employee shall receive the same fringe benefits currently provided to other full-time management employees of City, as provided in the City's Compensation Plan for management employees and as those benefits exist on the effective date of this Agreement. Such fringe benefits shall be subject to the terms and conditions of the applicable plan, policy or other controlling documents. In the event a benefit has different terms for executive management and any other group of management employees, the executive management benefit shall apply to Employee.

(2) **CalPERS Employee Contributions.** Contrary terms of the Compensation Plan for management employees notwithstanding, Employee shall pay the entire employee contribution under the City's Public Employees' Retirement System (CalPERS) plan for miscellaneous employees. In the event City implements wage or

salary concessions that are in-lieu of a requirement for management employees to pay some or all of the employee contributions, Employee will not be subject to such wage or salary concessions and contrary terms of Section 4, Paragraph A(2), above, shall not apply. This paragraph has no effect on provisions of the Compensation Plan for management employees requiring employees to pay a portion of the CalPERS employer contribution.

(3) Vacation and Management Leave Additional Terms. Employee shall earn vacation and sick leave each month as if the Employee has five years or more of service. Employee may accrue vacation leave up to a maximum of that earned in two years. Once Employee reaches the maximum accrual limit, Employee shall earn no additional vacation until her accrued balance falls below the maximum accrual limit. Upon termination of employment (including retirement) Employee shall receive cash payment for all accrued and unused vacation, not to exceed the maximum accrual limit. (The base hourly rate for purposes of the cash payment at termination shall be determined in the manner City normally uses at that time to convert salary amounts to an hourly rate.) Any contrary terms of the Compensation Plan for management employees notwithstanding, Employee shall not be eligible for management or executive management leave beyond the basic grant of 60 hours per fiscal year given to all management employees.

(4) Vacation and Sick Leave Scheduling. Employee may schedule and use vacation time at her discretion, with due regard for the demands of her position and the needs of the City. Employee shall notify the City Council in writing before taking more than five consecutive working days of vacation time, pre-scheduled sick leave, or otherwise being voluntarily absent from work for such period. Any requirement for department head or City Manager approval stated in the vacation or sick leave programs are not applicable to Employee.

(5) Cellular Phone. City shall provide Employee with a cellular telephone and service plan for both personal and professional use. The cell phone and service plan may be changed in the future in the same manner as is applicable to other management employees receiving City provided cell phones and plans.

(6) Expenses. City recognizes that Employee may incur certain expenses of a non-personal and job related nature. City agrees to reimburse or to pay such business expenses, which are incurred and submitted according to City's normal expense reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting City's normal requirements and must be submitted within time limits established by City.

(7) Bonding. City shall bear the full costs of any fidelity or other bonds required of Employee (if any) under any law or ordinance by virtue of her employment as City Clerk.

**5. EVALUATIONS.** Employee shall report to and may be evaluated by the City Council. Employee's performance shall be reviewed every twelve (12) months. Employee will request and schedule such reviews, as appropriate pursuant to City

agenda procedures or as otherwise directed by City Council. Nothing in this paragraph is intended to limit additional interim evaluations or review or to limit the normal communications process between the City Council and Employee.

**6. INDEMNIFICATION.** Except as otherwise permitted, provided, limited or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, the City will defend and pay any costs and judgments assessed against Employee arising out of an act or omission by Employee occurring in the course and scope of Employee's performance of her duties under this Agreement. However, in the event City provides funds for legal criminal defense pursuant to this section and terms of the Government Code, Employee shall reimburse the City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 – 53243.4.

**7. AT-WILL EMPLOYMENT RELATIONSHIP.**

A. Consistent with California Government Code Section 36506, Employee is appointed by and serves during the pleasure of the City Council. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of City to terminate this Agreement and the employment of Employee, with or without cause; provided however that City shall take no action to terminate services of Employee within ninety (90) days after an election at which members are elected to the City Council. City shall pay Employee for all services through the effective date of termination and Employee shall have no right to any additional compensation or payment, except for payment of benefits as provided under Section 4 accrued prior to the effective date of termination and severance payments as provided under Section 8 below.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign or retire from her employment with City (terminating this Agreement), subject only to Employee providing thirty (30) calendar days prior written notice to Employer.

**8. SEVERANCE.**

A. If Employer terminates this Agreement (thereby terminating Employee's Employment), without cause, it shall do so upon thirty (30) days prior written notice to Employee and Employer shall pay Employee a lump sum severance benefit calculated as provided in this paragraph. On the effective date of this Agreement, the lump sum severance shall be equal to four (4) months of Employee's then applicable base salary. The applicable base salary shall be Employee's base salary in effect on the effective date of termination.

B. If City terminates this Agreement (thereby terminating Employee's Employment), with cause, Employee shall not be entitled to any severance. As used in this Agreement, cause shall mean any of the following:

- (1) Conviction of a felony;

(2) Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

(3) Willful abandonment of duties;

(4) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body, or persistent and willful violation of properly established rules and procedures; and

(5) Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of City or its organizational units, or is detrimental to employee safety or public safety.

C. If Employee terminates this Agreement as provided in Section 7.B above, (thereby terminating all of Employee's Employment), Employee shall not be entitled to any severance.

D. Any other term of this Agreement notwithstanding, the maximum severance that Employee may receive under this Agreement shall not exceed the limitations provided in Government Code Sections 53260 – 53264, or other applicable law. Further, in the event Employee is convicted of a crime involving an abuse of office or position, Employee shall reimburse the City for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243 – 53243.4.

**9. INTEGRATION OF AGREEMENT.** This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties concerning Employee's employment with the City. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or written, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

**10. METHOD OF AMENDMENT.** No amendments to this Agreement may be made except by a writing signed and dated by City and Employee.

**11. NOTICES.** Any notice to City under this Agreement shall be given in writing to City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City Manager at the City's then principal place of business. A courtesy copy shall be given to the City Attorney in a like manner. Any such notice to Employee shall be given in a like manner and, if mailed, shall be addressed to Employee at her home address then shown in City's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the third calendar day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this Article.

**12. GENERAL PROVISIONS.**

A. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

B. This Agreement sets forth the final, complete, and exclusive agreement between City and Employee relating to the employment of Employee as City Clerk by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, her employment is subject to City’s generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment and violence in the workplace.

C. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California and all applicable City Codes, Ordinances and Resolutions.

D. 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 City, its officers, agents or employees other than those expressly set forth in this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

**EMPLOYEE**

DocuSigned by:  
*Adria M. Jimenez, MMC*  
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ADRIA M. JIMENEZ

**CITY**

By: *Art Brown*  
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ARTHUR C. BROWN, MAYOR  
CITY OF BUENA PARK

ATTEST:

DocuSigned by:  
*Anna Badillo* (Seal)  
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City Clerk