

**FIRST AMENDMENT TO
ASSISTANT CITY MANAGER EMPLOYMENT AGREEMENT**

This FIRST AMENDMENT TO ASSISTANT CITY MANAGER EMPLOYMENT AGREEMENT (the “First Amendment”) is made and entered into September 11, 2023, by and between the CITY OF PERRIS, a general law city and municipal corporation (the “City”) and Wendell Bugtai, an individual (“Assistant City Manager”).

RECITALS

WHEREAS, Assistant City Manager commenced service as the City’s Assistant City Manager effective June 27, 2022 pursuant to the Assistant City Manager Employment Agreement (the “Agreement”) between Assistant City Manager and the City; and

WHEREAS, Section 8 of the Agreement provides that Assistant City Manager “shall be entitled to accrue, and have credited to his personal account, vacation, administrative and sick leave at the same rate as Management employees of the CITY[;]” and

WHEREAS, the parties desire to amend the Agreement in order to recognize Assistant City Manager’s public sector service commencing on December 1, 2007 prior to joining the City; and

WHEREAS, Assistant City Manager and the City now wish to amend the Agreement by this First Amendment to provide that Assistant City Manager will accrue vacation leave at a rate equivalent to that specified in Section 18.2 of the 2022-2025 Memorandum of Understanding Between the City of Perris and Local 911 of the California Teamsters Public, Professional and Medical Employees Union (“Teamsters MOU 2022-2025”) for an employee with fifteen (15) full years of service (i.e. 15.33 hours per month) beginning the effective date of this First Amendment, and will thereafter accrue vacation leave based on the vacation leave accrual schedule set forth in the Teamsters MOU 2022-2025.

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

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 8 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics***, deleted language in ~~strike through~~):

“Assistant City Manager shall be entitled to accrue, and have credited to his personal account, ~~vacation~~, administrative and sick leave at the same rate as Management employees of the City. ***Assistant City Manager shall accrue vacation leave at the rate equivalent to that specified in Section 18.2 of the 2022-2025 Memorandum of Understanding Between the City of Perris and Local 911 of the California Teamsters Public, Professional and Medical Employees Union (“Teamsters MOU 2022-2025”) for an employee meeting the qualifying period of fifteen (15) full years of service***


(i.e. 15.33 hours per month) beginning the effective date of this First Amendment. Thereafter, Assistant City Manager will accrue vacation leave based on the vacation leave accrual schedule set forth in Section 18.2 of the Teamsters MOU 2022-2025 using the public sector service commencement date of December 1, 2007. (For example, when Assistant City Manager reaches sixteen (16) full years of public sector service on December 1, 2023 following the effective date of this First Amendment, Assistant City Manager will accrue vacation leave equivalent to a represented employee with sixteen (16) full years of consecutive City service (i.e., 16 hours per month).) Assistant City Manager shall also be entitled to holidays and bereavement leave on the same basis as Management employees of City.”

SECTION 3. Except as expressly amended by this First Amendment, the underlying terms, conditions, and compensation of Assistant City Manager by City as and for his employment by the City shall be as set forth in the Agreement.

IN WITNESS WHEREOF, the CITY OF PERRIS has caused this First Amendment to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this First Amendment, all in triplicate.

[SIGNATURES ON FOLLOWING PAGE]


CITY OF PERRIS


Clara Miramontes, City Manager

ATTEST:


for Nancy Salazar, City Clerk

APPROVED AS TO FORM:


Robert Khuu, City Attorney

ASSISTANT CITY MANAGER


Wendell Bugtai

Dated: 9.13.23

[END OF SIGNATURES]

ASSISTANT CITY MANAGER EMPLOYMENT AGREEMENT

This Assistant City Manager Employment Agreement (“Agreement”) is made and entered into this day of June 8, 2022 by and between the CITY OF PERRIS, a municipal corporation (the “CITY”), and WENDELL BUGTAI (the “ASSISTANT CITY MANAGER”).

A. Recitals.

1. The City of Perris City Manager (the “CITY MANAGER”) desires to retain the services of Wendell Bugtai as Assistant City Manager for the City of Perris.

2. It is the desire of the CITY MANAGER to provide certain benefits, establish certain conditions of employment, and set certain working conditions of ASSISTANT CITY MANAGER, and it is the desire of the ASSISTANT CITY MANAGER to secure employment as Assistant City Manager of CITY.

B. Agreement.

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

1. Duties.

A. CITY MANAGER hereby appoints and employs Wendell Bugtai as Assistant City Manager of the CITY to assist the CITY MANAGER in planning, directing, managing and reviewing the daily activities and operations of the City; to direct the operations of the assigned departments; to coordinate assigned activities with City

departments and outside agencies; and to provide highly responsible and complex administrative and technical support to the CITY MANAGER and City Council.

B. The parties understand that ASSISTANT CITY MANAGER shall devote a portion of his professional efforts provided for herein in the capacity of Assistant City Manager of other subsidiary entities of the CITY. In accordance with current procedures, ASSISTANT CITY MANAGER shall account for his time expended on behalf of said entities per the customary practice now utilized by CITY's employees so that CITY may be reimbursed by said entities for the provision of ASSISTANT CITY MANAGER's services.

C. ASSISTANT CITY MANAGER shall be the assistant administrative head of the government of the CITY under the direction and control of CITY MANAGER. ASSISTANT CITY MANAGER shall be responsible for the efficient administration of the CITY matters which are under his assigned management.

2. Term of Agreement.

A. The term of this Agreement shall be from June 27, 2022 (the "Commencement Date") until termination by either party in accordance with the provisions set forth in Section 3 hereof. During the term of this Agreement, ASSISTANT CITY MANAGER shall be a full-time Assistant City Manager. The term "full-time" shall not be construed to prohibit occasional writing, teaching, or consulting performed on ASSISTANT CITY MANAGER's time off, so long as the CITY MANAGER is advised of and approves such additional activities of ASSISTANT CITY MANAGER in advance in writing.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of ASSISTANT CITY MANAGER to resign at any time from his position with the CITY. ASSISTANT CITY MANAGER shall give thirty (30) days written notice to CITY prior to the effective date of resignation.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CITY MANAGER to terminate the services of ASSISTANT CITY MANAGER at any time, at the sole discretion of CITY MANAGER, in accordance with Section 3.

3. Termination and Severance.

A. ASSISTANT CITY MANAGER is an “at-will” employee serving at the pleasure of the CITY MANAGER and subject to dismissal without any right of notice or hearing, including any Skelly hearing. The CITY MANAGER may in her or his absolute discretion terminate the employment of ASSISTANT CITY MANAGER at any time, with or without cause. In the event ASSISTANT CITY MANAGER is terminated without cause and ASSISTANT CITY MANAGER does not challenge such termination, including but not limited to, by means of appeal or civil or administrative claim, then the CITY shall pay ASSISTANT CITY MANAGER as severance pay a lump sum cash payment equal to three (3) months’ base salary only (excluding the value of benefits thereon). Any benefits accrued prior to the severance payment shall be computed from the last day of service and shall be payable on the last day of service. ASSISTANT CITY MANAGER shall not be entitled to any other benefit accrual or payment after the last day of service except for (i) said severance payment, and (ii) benefits or payments accrued prior to the last day of service, and no additional accrual of benefits shall be

otherwise included in the severance payment. The last day of service shall be as determined by the CITY MANAGER.

B. The severance rights provided in this Section 3 shall constitute the sole and only entitlement of ASSISTANT CITY MANAGER with respect to severance pay in the event of the termination. ASSISTANT CITY MANAGER expressly waives any and all other rights with respect to severance pay except as provided herein.

C. Notwithstanding any other provision of this Section 3, CITY shall not be obligated to make any severance payment as described herein if ASSISTANT CITY MANAGER resigns or is terminated for cause, including but not limited to corrupt or willful misconduct in office, malfeasance, misfeasance or nonfeasance constituting grounds for removal from office or conviction of an illegal act involving moral turpitude. In the event ASSISTANT CITY MANAGER is under investigation for any of the foregoing reasons, the CITY may withhold part or all of such severance pay until it is determined if charges will be filed, and if charges are filed, until final judgment is rendered.

D. The severance rights provided in this Section shall be in lieu of any other notice, hearing or severance rights ASSISTANT CITY MANAGER may have under any other code or regulation of the CITY and ASSISTANT CITY MANAGER expressly waives all such rights except as provided herein.

4. Salary.

CITY agrees to compensate ASSISTANT CITY MANAGER for services rendered pursuant hereto, including services as Assistant City Manager, and related duties as provided herein, beginning with an annual base salary of one-hundred ninety

nine thousand, nine hundred seventy four dollars (\$199,974) per year, representing Step B of Range 98 of the CITY's current Salary Range Placement Schedule, from the Commencement Date of this Agreement and payable in the same manner and at the same time as other employees of the CITY are paid. ASSISTANT CITY MANAGER shall be considered annually for step increases on the same basis as Management employees of the CITY.

5. Management Benefit Package.

Except as otherwise provided herein, ASSISTANT CITY MANAGER shall be granted the same package of benefits existing on the Commencement Date, (including any Cost of Living Adjustment (COLA) increase therein) as provided to CITY's Management employees and those benefits outlined in the City of Perris Amended Schedule of Salary and Benefits – Management Employees, including group health, vision, dental, and related insurance programs (family coverage). All such benefits, and the benefits described hereunder shall be deemed “fringe benefits” herein. This includes the CITY's continued participation and contributions to the Public Employees Retirement System (“PERS”). Also, in accordance with the CITY'S Schedule of Salary and Benefits – Management Employees, CITY shall from the Commencement Date: (i) provide ASSISTANT CITY MANAGER with a term life insurance policy equal to two (2) years' salary, (ii) provide ASSISTANT CITY MANAGER with a cellular telephone for business use plus minor personal use, (iii) pay ASSISTANT CITY MANAGER's share of contributions to Social Security, PERS, and Medicare; and (iv) match ASSISTANT CITY MANAGER's contribution to the deferred compensation programs (as selected by ASSISTANT CITY MANAGER, e.g., 457 or IRA) up to the maximum legal limits on

contributions.

6. Automobile.

Pursuant to the CITY's Schedule of Salary and Benefits – Management Employees, ASSISTANT CITY MANAGER shall receive a monthly five hundred (\$500) dollar car allowance.

7. Memberships and Subscriptions.

A. ASSISTANT CITY MANAGER agrees to actively participate in such state, regional and local organizations as necessary for the representation of CITY and for effective performance of his duties.

B. Subject to the discretion of the CITY MANAGER, CITY will budget and pay professional dues and subscriptions on behalf of ASSISTANT CITY MANAGER which are reasonably necessary for ASSISTANT CITY MANAGER's continued participation in national, regional, state or local associations and organizations necessary and desirable for ASSISTANT CITY MANAGER's continued professional participation, growth, and advancement or for the good of CITY, including the International City Management, League of California Cities and the Contract/Independent Cities Associations. Furthermore, CITY shall budget and pay for the professional dues and subscriptions to such additional organizations as approved by CITY MANAGER.

C. CITY agrees to budget and pay the travel and subsistence expenses of ASSISTANT CITY MANAGER for official travel, meetings, and occasions reasonably adequate to continue the professional development of ASSISTANT CITY MANAGER as Assistant City Manager and to reasonably pursue necessary official and

other functions for CITY and subsidiary entities, including, but not limited to, the League of California Cities, the Contract/Independent Cities Associations and other such national, regional, state and local government groups and committees of which ASSISTANT CITY MANAGER serves as a member, as approved by CITY ASSISTANT CITY MANAGER.

8. Sick Leave, Holidays, Vacation, Leave Without Pay, Bereavement Leave and Administrative Leave.

ASSISTANT CITY MANAGER shall be entitled to accrue, and have credited to his personal account, vacation, administrative and sick leave at the same rate as Management employees of the CITY. ASSISTANT CITY MANAGER shall also be entitled to holidays and bereavement leave on the same basis as Management employees of CITY.

9. Hours of Work.

It is recognized that the ASSISTANT CITY MANAGER is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the CITY. The ASSISTANT CITY MANAGER acknowledges that proper performance of the duties of the Assistant City Manager will require the ASSISTANT CITY MANAGER to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. However, the CITY intends that reasonable time off be permitted the ASSISTANT CITY MANAGER, such as is customary for exempt employees so long as the time off does not interfere with normal business.

10. Performance Evaluation.

CITY MANAGER and ASSISTANT CITY MANAGER shall mutually define such goals and performance objectives which they determine necessary for the proper operation of CITY in the attainment of CITY MANAGER'S objectives. Further, CITY MANAGER and ASSISTANT CITY MANAGER shall establish a relative priority among those various goals and objectives to be reduced to writing with a mutual expectation of ASSISTANT CITY MANAGER's achievement of those goals and objectives within a mutually agreed upon time frame. CITY MANAGER shall endeavor to review and evaluate the performance of ASSISTANT CITY MANAGER. This review and evaluation shall be in accordance with specific criteria developed jointly by CITY MANAGER and ASSISTANT CITY MANAGER. Such criteria may be added to or deleted as CITY MANAGER may from time to time determine in consultation with ASSISTANT CITY MANAGER.

11. Indemnification.

To the extent required by the California Government Code, CITY shall defend, hold harmless and indemnify ASSISTANT CITY MANAGER against any tort, professional liability claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of ASSISTANT CITY MANAGER's duties in accordance with the provisions of California Government Code § 825. CITY may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom. This covenant shall survive the termination of this Agreement unless the employment of ASSISTANT CITY MANAGER is terminated with cause.

12. Bonding.

CITY shall bear the full cost of any fidelity or other bonds required of ASSISTANT CITY MANAGER under any law or ordinance.

13. Expenses.

ASSISTANT CITY MANAGER shall be reimbursed, or CITY may pay directly, for business, travel and related expenses incurred by ASSISTANT CITY MANAGER in accordance with CITY expense policies.

14. Other Terms and Conditions of Employment.

A. CITY MANAGER, in consultation with ASSISTANT CITY MANAGER, shall fix any such other terms and conditions of employment as she or he may determine from time to time, relating to the performance of ASSISTANT CITY MANAGER, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Perris Municipal Code, any ordinance or resolution of the CITY, or other applicable law.

B. Working conditions, rules and regulations applicable to Management employees of CITY, as such rules now exist or hereinafter may be amended, shall also apply to ASSISTANT CITY MANAGER, except where such working conditions are contained within this Agreement or are inconsistent with the terms contained herein.

15. No Reduction of Benefits.

CITY shall not at any time during the term of this Agreement reduce the base salary, compensation, or any other financial benefits of ASSISTANT CITY MANAGER, except as may generally be applied to CITY's Management employees.

16. Notices.

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

To CITY:

City Clerk
City of Perris
101 North "D" Street
Perris, California 92570

To ASSISTANT CITY MANAGER:

Wendell Bugtai
[On file with City's
Human Resources
Department]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

17. 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 ASSISTANT CITY MANAGER.

C. This Agreement shall become effective upon execution.

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 and shall not be affected and shall remain in full force and effect.

E. In the event of any legal action between the parties hereto to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and costs as fixed by the Court.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

G. The CITY and ASSISTANT CITY MANAGER represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the CITY and ASSISTANT CITY MANAGER further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof

H. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency. These statutes are incorporated herein by reference. Accordingly, the parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

ASSISTANT CITY MANAGER represents that ASSISTANT CITY MANAGER has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to ASSISTANT CITY MANAGER , including that ASSISTANT CITY MANAGER agrees that any cash settlement or severance related to a termination that ASSISTANT CITY MANAGER may receive from the CITY shall be fully reimbursed to the local agency if ASSISTANT CITY MANAGER is convicted of a crime involving an abuse of ASSISTANT CITY MANAGER'S office or position.


[End – Signature Page Follows.]

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and duly executed on its behalf by its CITY MANAGER, and duly attested by its City Clerk, and ASSISTANT CITY MANAGER has signed and executed this Agreement the day and year first above written.

“CITY”

By: 
Clara Miramontes, City Manager

ATTEST:


By: 
for Nancy Salazar, City Clerk

“ASSISTANT CITY MANAGER”

By: 
Wendell Bugtai, Assistant City Manager

Approved as to form:

ALESHIRE & WYNDER, LLP


Eric L. Dunn, City Attorney