RESOLUTION 18-102

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CENTRO ESTABLISHING THE COMPENSATION AND EMPLOYMENT TERMS FOR THE POSITION OF CHIEF OF POLICE

WHEREAS, Brian Johnson ("the Employee") has been duly appointed by Marcela Piedra, City Manager, to the position of Chief of Police; and

WHEREAS, currently, the Chief of Police is compensated pursuant to Resolution No. 18-34 adopted April 17, 2018; and

WHEREAS, this Resolution constitutes a contract of employment between Employee and the City of El Centro ("the City" or "the Employer") and is approved and adopted at an open session regular meeting of the City Council; and

WHEREAS, in light of the foregoing facts, the City Council of the City of El Centro, California ("the City Council") finds that the approval of this resolution will be in the best interest of the City of El Centro, California, to adjust the compensation provisions for Employee; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CENTRO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. The foregoing is true and correct and adopted hereby.

2. That Resolution No. 18-34 is hereby repealed.


Effective April 17, 2018, Employee shall receive a base salary of twelve thousand five hundred dollars ($12,500) per month for the administrative services rendered to the City of El Centro.

Effective July 2, 2019, Employee shall receive a base salary of twelve thousand seven hundred fifty dollars ($12,750) per month for the administrative services rendered to the City of El Centro.

Effective July 7, 2020, Employee shall receive a base salary of thirteen thousand one hundred ninety-six dollars ($13,196.25) per month for the administrative services rendered to the City of El Centro.

4. Residency.

As part of his appointment to the position of Chief of Police for the City, Employee is being required to live in El Centro or within a twenty-five (25) mile radius. If requested, Employee will have to show proof of registering to vote here and of processing a change on his driver’s license to a local address.
Employee will be paid two thousand ($2,000) dollars towards relocation expenses for temporary housing, hotel, or other expenses associated with the relocation by separate check.

5. **Performance Increase.**

Employee’s anniversary date shall be April 17, 2018. Employee shall be evaluated by the City Manager on July 1st of each year. Any performance pay increase for any employee will be subject to the performance pay authorization adopted by resolution of the City Council when the City Council approves the budget.

6. **Medical/Life Insurance.**

a. **Group Health Plan.** From the date of employment, Employee shall be eligible for the Employer’s comprehensive major medical, dental, life and vision care insurance program. Employee may obtain coverage for his legal dependents under such program. The City will contribute on behalf of the employee the following amounts to the health insurance premiums:

   - **Employee Only:** Up to $672.28 per month
   - **Employee & Spouse:** Up to $997.34 per month
   - **Employee & Child(ren):** Up to $941.98 per month
   - **Employee & Family:** Up to $1,255.88 per month

During the first week of December of each year, the parties agree to a briefing regarding the determination of any adjustments to the above-referenced premiums.

b. **Life Insurance.** Employer shall provide term life insurance in the amount of two hundred thousand dollars ($200,000).

c. **Disability Insurance.** Employer shall continue to provide Disability Insurance to Employee.

7. **At-Will Employment Status.** It is understood and agreed to by and between the parties that Employee’s employment with the City of El Centro is at-will and that the employee service is at the pleasure of the City Manager.

8. **Retirement.** Employee shall be eligible to participate in the City’s Retirement Plan with the California Public Employee Retirement System (CalPERS). The City will contribute one hundred percent (100%) of the employer contribution amount as determined by CalPERS. Employee shall pay the full amount of the employee portion as required by CalPERS under PEPRA. Employee shall be placed in the CalPERS 2.7% at 57 retirement plan. Employee contributions will be paid pre-tax under IRS section 414 (h) (2).

   Upon retirement from the City, Employee shall have the opportunity to participate in the same comprehensive major medical, dental, life and vision care insurance program.
If the sum of Employee’s age (expressed in years and complete months) plus the “years of service credit with the City” (as reflected in the records of the California PERS) totals seventy-five (75) or greater, Employer shall pay six hundred nineteen dollars and one cent ($619.01) towards the cost of the Employee portion of said insurance until Employee reaches age sixty-five (65). During this time, insurance coverage will be available to Employee’s dependents at Employee’s expense. At age sixty-five (65), the retired Employee may elect to continue said insurance coverage as a Medicare Supplement Plan, including dependent coverage, at Employee’s expense.

9. Exemption from City’s Personnel System. It is further understood by the parties that the Employee cannot contest discipline or a separation from employment under the City’s Personnel Rules and Regulations. Employee understands that he is exempt from the City’s Personnel System and has no property right in his employment or civil service protection.

10. City’s Personnel Rules and Regulations Applicable to Employee. It is also understood that Employee must, however, abide to City policies and procedures related to safety, discrimination, harassment, drug-free workplace, etc.

11. Vacation Leave. Employee shall accrue vacation leave. Vacation leave is provided for Employee for the purpose of rest and relaxation from duties and for attending personal business.

   a. Accrual. Employee’s vacation leave shall accrue at a rate of six and fifteen one hundredths (6.15) hours bi-weekly. This rate of accrual is the maximum permitted under the City’s vacation leave accrual program and will not increase in subsequent years. Employee will be given eighty (80) hours of vacation leave effective April 17, 2018.

   b. Accumulation. Vacation leave may be accumulated up to a maximum of one and one-half (1½) times the annual accrual rate with a maximum of two hundred forty (240) hours.

   c. Scheduling. Employee’s requests to take Vacation leave must have the prior approval of the City Manager. Such approval shall not be unreasonably withheld.

   d. Payment of Vacation Leave at Termination. Upon termination of employment, Employee shall be paid for any accrued Vacation leave at Employee’s current rate of pay.

12. Annual Leave. Employee shall be able to keep accumulated Annual Leave hours and will be allowed to use these hours.

13. Cash out of Vacation or Annual Leave Hours: Employees covered by this MOU may sell back up to forty (40) vacation or annual leave hours for Fiscal Year 2018/2019. After Fiscal Year 2018/2019 and for the rest of the term of this MOU, employees may request to sell back up to twenty (20) hours of vacation or annual leave hours. Employees may not go below eighty (80) hours of accumulated vacation or annual leave. The request to sell back vacation/annual leave hours may be made only once per fiscal year in the month
of November for payment on the first pay period in December. Employees shall send the request to sell back vacation or annual leave to the Human Resources Director and once approved, the request will be sent to payroll for processing.

14. **Sick Leave.** Employee shall accrue sick leave.

   a. **Accrual.** Sick leave shall accrue at a rate of three and sixty-nine one hundredths (3.69) hours bi-weekly. Employee will be given eighty (80) hours of sick leave effective April 17, 2018.

   b. **Accumulation.** Sick leave hours may be accumulated without restriction.

15. **Administrative Leave.** Employer shall provide Employee with sixty-four (64) hours of paid administrative leave per year effective July 1, of each year. If hired after July 1st, hours will be prorated. Administrative leave shall not accumulate from year-to-year. Any administrative leave time remaining in Employee’s account as of June 1 of any year may be converted to cash, provided, however, that the total leave converted shall not exceed five (5) days. If administrative leave is not converted, any administrative leave time remaining as of June 30th shall be forfeited.

16. **Car Allowance.** Employee will be provided with a City vehicle for Employee’s use consistent with acceptable Police Chief past practice and the understanding the nature of routine off-hour responses to police and other city business. If Employee utilizes his personal vehicle for travel outside of the county, he will be reimbursed at the current Federal privately-owned vehicle mileage reimbursement rate in accordance with the City’s Personnel Rules and Regulations, Section 17.10.

17. **Uniforms and Equipment.** For purposes of defraying the cost of purchasing and maintaining uniforms and clothing prescribed by the Employer, Employee will receive a uniform allowance of one thousand five hundred ($1,500) annually; seven hundred fifty ($750) dollars payable in the month of January and seven hundred fifty ($750) dollars in the month of July. Employee shall furnish, upon the request of the Employer, copies of the receipts for the purchase or maintenance of uniforms or clothing prescribed by the Employer. Employer shall provide police equipment, police car, bullet resistant vest, and replacement for wear and tear of such items.

18. **Holidays.** Employer shall provide the following paid holidays:

   1. The first day of January – New Year’s Day;
   2. The third Monday in January – observed as the anniversary of the birth of Martin Luther King, Jr.;
   3. The third Monday in February – observed as the anniversary of the birth of George Washington;
   4. One-half day on the afternoon of the Friday before Easter (Good Friday);
   5. The last Monday of May – Memorial Day;
   6. The fourth day of July – Independence Day;
   7. The first Monday in September – Labor Day;
   8. The eleventh day of November – Veteran’s Day;
   9. The fourth Thursday in November – Thanksgiving Day;
10. The day following Thanksgiving Day;
11. The twenty-fifth day of December – Christmas Day;
12. One-half day on the afternoon of the twenty-fourth day of December (Christmas Eve);
13. One half-day on the afternoon of the thirty-first day of December (New Year’s Eve);
14. The anniversary of the birth of the Employee.

19. **Bereavement Leave.**

a. In the event of a death in Employee’s immediate family, Employee shall be eligible for a leave of absence for up to three (3) regularly scheduled days. If required travel exceeds five hundred (500) miles each way, Employee may be granted an additional day (eight hours) of bereavement leave. During such leave, Employee shall be paid her regular salary; provided, however, that prior approval for the use of such leave is obtained from Employee’s supervisor.

b. Employee’s immediate family shall be defined as: spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather or a grandchild.

c. Documentation of the date and location of the funeral and the date of burial shall be furnished by Employee upon request of the City.

20. **Professional Education.** The City also agrees to budget for and to pay for travel and subsistence expenses of the Employee for short courses, institutes and seminars that are necessary for the Employee’s professional development and for the good of the Employer.

21. **Dues and Subscriptions.** The City agrees to budget and to pay the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, state and local associations and organizations necessary and desirable to keep the Employee up-to-date with regard to matters of importance to the City, as a Police Chief.

22. **Civic Club Membership.** The City recognizes the desirability of representation in and before local civic and other organizations and the Employee is authorized to become a member of such club(s) and organization(s). The City shall pay related and reasonable expenses thereto and allow the Employee to participate on City time.

23. **Full-Time Commitment.** During the term of this Agreement, Employee shall dedicate his full-time to fulfilling his responsibilities hereunder. Employee shall not be involved in any outside activity that conflicts with the performance of his duties as Police Chief.

24. **Employment Termination/Severance Pay.** The employment of the Employee shall terminate upon written notice by either party. However, should such termination be instigated by the City, then Employee shall receive severance pay in an amount equal to employee’s base monthly salary at the last date employee is at work (and not on leave status) with the City times four (4) months. Entitlement to all other benefits cease with Employee’s termination from City employment.
25. **Severability.** If any of the provisions of this Agreement are held to be illegal, invalid or unenforceable in any respect, the remainder of the agreement and all other provisions hereunder shall not be affected thereby, and such provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.

26. **Assignment.** This agreement shall be binding upon and inure to the benefits of Employer, its successors it assigns and to the benefit of Employee, his/her heirs, and legal representatives, except that Employee’s duties to perform future services and the right to receive payment therefore are hereby and expressly agreed to be non-assignable and non-transferable.

27. **Governing Law.** This agreement shall be governed by the laws of the State of California, and any litigation concerning this Agreement shall be filed and maintained in the State of California.

28. **Attorney’s Fees/Costs.** Each party shall bear its own attorney’s fees or costs associated with litigation concerning this Agreement.

29. **Complete Agreement.** This document between the parties constitutes the complete agreement and supersedes all previous agreements and understandings.

30. **Reimbursement of Cash Settlement Upon Conviction of a Crime Involving Office or Position.** Regardless of the term of this agreement, if this agreement is terminated, any cash settlement related to the termination that the Employee may receive from the City shall be fully reimbursed to the City if the Employee is convicted of a crime involving an abuse of his office or position.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of El Centro, California, on the 6th day of Nov. 2018.

CITY OF EL CENTRO

By Cheryl Viegas-Walker, Mayor

ATTEST:

By L. Diane Caldwell, City Clerk
APPROVED AS TO FORM:
Office of the City Attorney

By Elizabeth L. Martyn
Elizabeth L. Martyn, City Attorney

STATE OF CALIFORNIA )
COUNTY OF IMPERIAL ) ss
CITY OF EL CENTRO )

I, L. Diane Caldwell, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 18-102 was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 6th day of Nov. 2018 by the following vote:

AYES: Cardenas, Jackson, Viegas-Walker, Garcia, Silva
NOES: None
ABSENT: None
ABSTAINED: None

By L. Diane Caldwell, City Clerk

I agree to the foregoing:

[Signature]

Brian Johnson Date

11-13-18