

RESOLUTION 22-118

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, Robert Sawyer has been appointed the Chief of Police; and

WHEREAS, currently, the Chief of Police is compensated pursuant to Resolution No. 22-80 adopted July 19, 2022.

WHEREAS, this Resolution provides the compensation for the position of Chief of Police and 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 That Resolution No. 22-80 hereby is repealed. The term of this Resolution is from the date of its adoption through June 30, 2025.

3. Salary.

Effective November 1, 2022, Employee shall receive a base salary of thirteen thousand eight hundred thirty-four dollars (\$13,834) per month for the administrative services rendered to the City of El Centro.

Effective July 1, 2023, the Employee shall receive a base salary of fourteen thousand two hundred forty-nine dollars (\$14,249) per month for the administrative services rendered to the City of El Centro. This increase is to compensate for CalPERS contribution increases.

4. Performance Increases. The Employee’s anniversary date shall be November 1, 2022. The Employee shall be evaluated by the City Manager on July 1 on each subsequent anniversary date. Assuming a satisfactory performance evaluation, base salary shall be fourteen thousand five hundred thirty-four dollars (\$14,534) effective July 1, 2024.

5. 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 within the City and of processing a change on his driver's license to a local address.

6. Medical/Life Insurance.

A. Group Health Plan. Employee shall be eligible for the Employer's comprehensive major medical, dental, life and vision care insurance program on the same terms and conditions as other employees with the same contribution by the City. Employee may obtain coverage for his legal dependents under such program.

B. Life Insurance. Employer shall provide term life insurance in the amount of two hundred thousand dollars (\$200,000) . up to the age of seventy (70). If an employee has reached the age of seventy (70) the life insurance will be paid at the reduced benefit amount in accordance with the City's contract with the Life Insurance Administrator.

C. Disability Insurance. Employer shall continue to provide Disability Insurance to Employee.

7. 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. The Employee shall pay the employee portion of seven percent (9%). Effective July 1, 2023, Employee shall pay the employee portion of twelve percent (12%). 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.

8. 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's service is at the pleasure of the City Manager.

9. City Personnel Rules Applicable to Employee. It is further understood by the parties that the Employee cannot contest discipline or a separation without cause from employment under the City's Personnel Rules and Regulations. Employee understands that he has no property right in his employment and cannot contest discipline or termination for cause except as otherwise provided in Section 10 below.

Employee shall comply with all provisions of the City Personnel Rules and Regulations as those may be amended from time to time (“Personnel Rules”) except as set out in Section 8 above and Section 10, below.

10. 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 without cause, 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. Notwithstanding, the City may determine to terminate Employee for cause as cause is defined in the Rules. In that event, City shall proceed with termination as set out under the Personnel Rules and Police Officer Bill of Rights. If Employee is so terminated, he shall not be entitled to severance.

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. For the fiscal year beginning July 1, 2022, or following Council approval, whichever occurs later, the Employee shall be allowed to cash out only the amount of the denied vacation leave hours, up to the maximum of eighty (80) hours when:

1. He has taken a minimum of one (1) week of vacation leave during the current fiscal year;
2. He thereafter is denied a request to take additional vacation leave in that fiscal year because of department or City workload or reasons beyond the control of either party to this MOU; and

3. For such reason, he is unable to take said vacation leave by the end of that fiscal year without triggering overtime which would be paid by the City.

a. One-Time Payment. Such a cash out shall be a one-time payment that is not compensable under PERS and is not part of the regular rate of pay.

b. Hardship. Effective July 1, 2022, or upon approval of the City Council, whichever occurs later, employees may cash out vacation leave only in the event of a financial emergency where: (i) the employee can demonstrate that the employee has a real financial emergency caused by an event beyond their control, (ii) it would result in serious financial hardship if the cash payment were not made, and (iii) the amount of the cash payment is limited to the amount necessary to meet the emergency. The City Manager or designee will determine, at their sole discretion, whether an emergency exists and the extent of the financial need.

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 15 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. The Employee shall be entitled to the same holidays as other employees.

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. 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.

25. 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.

26. 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.

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

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

29. 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.

