

## RESOLUTION 23-15

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

WHEREAS, Kelly L. Brown (the "Employee") has been duly appointed to the position of Deputy Police Chief; 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 determine 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. Salary. Effective February 27, 2023, Employee shall receive a base salary of [eleven thousand fifty dollars \$11,050.00] per month.

Effective July 1, 2023, the Employee shall receive a base salary of \$11,381.50.

3. Performance Increase. Employee's anniversary date shall be February 27, 2024. The Employee shall be evaluated on each subsequent anniversary date. As of July 1, 2024, if the Employee has had a satisfactory annual evaluation, he shall be entitled to a 2% increase in base salary.

4. Medical/Life Insurance.

The Employee is eligible for insurance coverage provided by the City in the same amounts as for other employees.

- a. Life Insurance. Employer shall provide term life insurance in the amount of one hundred fifty thousand dollars (\$150,000).
- b. Disability Insurance. Employer shall continue to provide Disability Insurance to Employee.

5. At-Will Employment Status. It is understood and agreed to by and between the City and the Employee that the Employee's employment is at-will and that the Employee serves at the pleasure of the City Manager. The Employee acknowledges and agrees that as a condition of employment as the Deputy Police Chief, in exchange for the salary and benefits described herein, and as applicable to him, he waives any property interest in any

positions that he previously held with the City and has no right of reinstatement to any former position upon termination of his employment as Deputy Police Chief. 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 has no property right in his employment or civil service protection except as provided in Section 16, below.

6. **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 under the Classic Plan. Employee shall pay the employee portion of nine percent (9%). Employee contributions will be paid pre-tax under IRS section 414 (h) (2).
  - a. Effective the first full pay period following July 1, 2023, the Employee shall pay 9% of the member contribution plus an additional "cost share" pension contribution of 3%, total pension contribution shall be 12%. This pension contribution shall extend beyond the expiration of this MOU.

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.

7. **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 hundredth (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.
  - 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 Chief of Police. 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.

8. **Cash out of Vacation or Annual Leave Hours:** 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:
- a. He has taken a minimum of one (1) week of vacation leave during the current fiscal year;
  - b. 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
  - c. 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.
- (1) **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.
- (2) **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.
9. **Sick Leave.** Employee shall accrue sick leave.
- a. **Accrual.** Sick leave shall accrue at a rate of three and sixty-nine one hundredth (3.69) hours bi-weekly.
  - b. **Accumulation.** Sick leave hours may be accumulated without restriction.
10. **Administrative Leave.** Employer shall provide Employee with sixty-four (64) hours of paid administrative leave per year effective July 1, of each year. 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 30<sup>th</sup> shall be forfeited.
11. **Car Allowance.** Employee will be provided with a City vehicle for Employee's use understanding the nature of routine off-hour responses to police and other City business as Section 13.7, Vehicle Usage Police, of the City's Rules and Regulation. 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.

12. **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.
13. **Holidays.** Employee shall have the same paid holidays as other City employees.
14. **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.
15. **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 Deputy Chief of Police.
16. **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. Should such termination be instigated by the City with cause, Employee shall be entitled to notice and hearing as provided by the Personnel Rules and Regulations and the Police Officers' Bill of Rights. If cause is sustained, the Employee shall not be entitled to severance except as required by law.
17. **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.

18. 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.
19. 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.
20. Attorney's Fees/Costs. Each party shall bear its own attorney's fees or costs associated with litigation concerning this Agreement.
21. Complete Agreement. This document between the parties constitutes the complete agreement and supersedes all previous agreements and understandings.
22. 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 21st day of February, 2023.

CITY OF EL CENTRO

By Martha Cardenas Singh  
Martha Cardenas-Singh, Mayor

ATTEST:

By Norma Wyles  
Norma Wyles, 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, Norma Wyles, City Clerk, of the City of El Centro, California, do hereby certify that the foregoing Resolution No. 23-15 was duly and regularly adopted at a regular meeting of the Council of the City of El Centro, California, held on the 21st day of February, 2023 by the following vote:

AYES: Carter, Oliva, Cardenas-Singh, Marroquin, Garcia  
NOES: None  
ABSENT: None  
ABSTAINED: None

By Norma Wyles  
Norma Wyles, City Clerk

I agree to the foregoing:

Kelly L. Brown Date



**CITY OF EL CENTRO**  
**Human Resources Department**

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TO: Kelly Brown, Deputy Police Chief  
FROM: Dulce Bedolla, Human Resources Director  
SUBJ: Side Letter- Employee CalPERS Contribution  
DATE: June 23, 2023

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Per to Section 6 Retirement, under "a", effective the full pay period following July 1, 2023, your CalPERS contribution will include an additional "cost share" pension contribution of 3%, total pension contribution shall be 12%. Your contract failed to include the below statement:

*"This cost sharing pension contribution shall initially be implemented outside of a CalPERS contract amendment as authorized by Government Code Section 20516(f). After the initial implementation and as soon as practical, the City and Association shall amend the CalPERS contract so that cost sharing will be by contract amendment under Government Code section 20516(a). This pension contribution shall extend beyond the expiration of this MOU."*

Deputy Police Chief Brown, agrees to allow the implementation of the 3% cost sharing as specified in the above statement.

AGREED TO:

KELLY BROWN

Name

Signature

6/23/23

Date