


DATE SUBMITTED 2/26/23
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 3/1/23

COUNCIL ACTION (x)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: Interim Police Chief for City of Imperial	
1. Approval of Agreement between City of Imperial and Ret. Chief Michael Crankshaw to Serve as Interim Chief of Police of the Imperial Police Department. 2. Administration of Oath of Office	
DEPARTMENT INVOLVED: <u>City Manager's Office</u>	
BACKGROUND/SUMMARY: Upon the announcement of Chief Barra's retirement, the City of Imperial entered into contract negotiations with Interim Candidate Michael Crankshaw. Attached you will find the agreed upon contract for Interim Chief of Police Services. If approved, Crankshaw will serve as the Interim Chief of Police while the City completes our Executive Recruitment.	
FISCAL IMPACT: No Negative Impact to Municipal Budget <i>\$63.00 Per Hour/960 Per Fiscal Year - \$60,480</i>	ADMIN SERVICES SIGN INITIALS _____
STAFF RECOMMENDATION:	DEPT. INITIALS _____
MANAGER'S RECOMMENDATION: It is our recommendation to approve the agreement and appoint Ret. Chief Crankshaw as Interim Chief of Police of the Imperial Police Department.	CITY MANAGER'S INITIALS <u></u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () REJECTED () DISAPPROVED () DEFERRED () REFERRED TO:

**CITY OF IMPERIAL
Interim Police Chief Agreement**

This agreement made and entered into this ____ day of March, 2023, by and between the City of Imperial, State of California, a Municipal Corporation, hereinafter called “Employer” and Michael Crankshaw, hereinafter called “Employee”, both of whom understand and agree as follows:

RECITALS

WHEREAS, Employer desires to employ the services of Employee as its Interim Police Chief, temporarily, to carry out the duties and responsibilities of Police Chief, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement; and

WHEREAS, Employee is currently a retired Police Chief that has formerly received all POST qualifying courses and has served as a sworn law enforcement within the County of Imperial for thirty (30) years; and

WHEREAS, Employee agrees to accept employment as Interim Police Chief in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement; and

WHEREAS, Employee represents that he is a retired annuitant of CalPERS within the meaning of Government Code Section 21221(h) and acknowledges that his compensation is statutorily limited as provided in Government Code Section 21221(h); and

WHEREAS, Employee also represents that he has not received unemployment Compensation from any CalPERS agencies during the twelve (12)-month period preceding the effective date of this Agreement; and

WHEREAS, CITY has determined that it is necessary to hire Employee because the position of Interim Police Chief is required for adequate staffing and public safety; and

WHEREAS, Employee wishes to serve as temporary, Interim Police Chief for the City; and

WHEREAS, the parties wish to set forth the terms upon which the temporary employment will be based.

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

Section 1: Duties:

Employer hereby agrees to employ Employee as temporary, Interim Police Chief of the City of Imperial to perform the functions and duties specified in said Job Description, this Agreement and to perform other legally permissible and proper duties and functions as the City Manager shall from time-to-time assign. Employee shall devote his full-time, attention and energies to his duties as temporary, interim Police Chief.

Section 2: Conditions of Employment:

Employee shall comply with the following:

1. Employee shall serve as the temporary, Interim Chief of Police of the City of Imperial.

2. Employer has engaged the services of the National Command & Staff College to, among other things, provide an organizational assessment of the police department and to provide coaching of the police department command staff with an eye towards improving morale and developing leadership. It is anticipated that the National Command & Staff College will continue its efforts at the police department. Employee shall cooperate and work with the National Command & Staff College to facilitate training efforts.
3. City Manager may assign such other duties as are consistent with Employee's training and experience.
4. Employment is at-will and Employee serves at the direction and pleasure of the City Manager.
5. Employee shall provide service at the direction and under the supervision of the City Manager.
6. It is the intent of the parties that Employee shall keep the City Manager fully apprised of ongoing operations of the City's police department.

Section 3: Term:

This Agreement shall become effective when executed both by Employee and City Manager, which date shall be the date set forth above. Employee shall commence the performance of duties as the Interim Police Chief upon written notice from City Manager to Employee which shall take place upon notification of active recruitment. This Agreement shall expire as of the first of the following to occur:

- (a) upon the employment commencement date of a permanent Police Chief employed by Employer; or
- (b) upon termination of the Agreement by either Employer or Employee as set forth in Section 13 of this Agreement; or
- (c) upon the point in time Employee accrues 960 working hours during the 2022-2023 fiscal year or upon the point in time Employee accrues 960 working hours during the 2023-2024 fiscal year.

Section 4: Rate of Pay:

Employee shall be paid \$63.00 per hour ("Rate of Pay"). Pay periods shall coincide with other unrepresented management employees. It is the intent of the parties to compensate Employee only to the extent permitted under Government Code Section 21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay is within the established salary range for Police Chief. Employee acknowledges that he will be compensated the Rate of Pay and will not receive any benefits, incentives, compensation in-lieu of benefits, or any other form of compensation unless set forth in this Agreement and in compliance with California Government Code and CalPERS regulations and policy statements.

Section 5: Performance Reviews and Appraisals:

The City Manager shall review and appraise the performance of Employee at any time the City Manager deems necessary.

Section 6: Annuity and Coordination with CalPERS:

Employee is retired and is currently receiving annuity pay in compliance with CalPERS regulations and policy statements. Employee shall be responsible for continued compliance with

CalPERS rules and regulations during the term of this Agreement. Employer must enroll and report employee's hours to CalPERS, per Government Code section 21220. Employer warrants that Employee will not exceed a total of 960 hours per fiscal year or any restriction on hours set forth by CalPERS. Employee can track updated retired annuitant hours reported by Employer through his online - CalPERS account. Employer warrants that Employee was given time to consult with CalPERS to ensure compliance with CalPERS rules and regulations. City shall not be liable for failure to comply with CalPERS rules and regulations as it applies to Employee's retirement benefits.

Section 7: Direct Reimbursement for Job Related Expenses:

City Manager shall have the discretion to provide Employee with direct, job-related expenses only to the extent authorized by CalPERS regulations and policies and California statute.

Section 8: Benefits and Leave:

1. **No Benefits.** Pursuant to Government Code Section 21221(h) and related CalPERS regulations and policy statements, Employee shall not receive from Employer any benefits Employer commonly provides to its employees, including but not limited to health, dental, or vision insurance coverage and life insurance.
2. **No Leave.** Employee, in accordance with Government Code Section 21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave, administrative leave, paid holidays or similar leave benefits.

Employee shall receive no other benefits unless authorized and approved in writing by the City Manager and in compliance with Government Code Section 21221(h) and related CalPERS regulations and policy statements.

Section 9: At-Will:

Employee acknowledges that Employee is an at-will, temporary employee of Employer who shall serve at the pleasure of the City Manager during the period of his service. Nothing in this Agreement is intended to, or does, confer upon Employee any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate his employment, except as is expressly provided in this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee. This at-will employment Agreement shall be expressly subject to the rights and obligations of the parties as set forth in this Agreement.

Section 10: Conflict of Interest:

In accordance with Government Code Section 1126, during the period of employment, Employee shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with Employer, that might cause a conflict of interest with Employer, or that otherwise might interfere with the business or operation of Employer or the satisfactory performance of Employee's duties as Interim Police Chief.

Section 11: Indemnification:

Employer shall defend, save harmless, and indemnify Employee as required under the laws of the State of California.

Section 12: Resignation:

In the event Employee voluntarily resigns, Employee shall give City Manager seven (7) days written notice, unless the parties agree otherwise.

Section 13: Termination:

1. **No Notice for Expiration:** Nothing in this Agreement shall be construed to require either party to give advance written notice for the Agreement to expire as set forth in Section 3 of this Agreement.
2. **By Employee or City:** This Agreement may be terminated by Employee or City for any reason by providing seven (7) days written notice to the other party of such termination.
3. **Termination Obligations:** Employee agrees that all property, including, without limitation, all equipment, tangible information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to Employer and shall be returned promptly to Employer upon termination of Employee's employment. Employee's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

Section 14: Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the U.S. Postal Service, postage prepaid, addressed as follows:

EMPLOYER:

City Manager, City of Imperial
420 South Imperial Avenue
Imperial, California 92251

EMPLOYEE:

Michael Crankshaw

Imperial, California 92251

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 15: General Provisions:

1. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.
2. The text herein shall constitute the entire Agreement between the parties.
3. This Agreement shall be binding upon and inure to the benefit of the heirs at law and

executors of Employee.

4. This Agreement shall become effective on the date noted above.
5. 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, shall not be affected, and shall remain in full force and effect.

Section 16: Acknowledgment:

Employee acknowledges that he has had the opportunity to consult legal counsel regarding this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement. Further, Employee acknowledges that he has had the opportunity to consult with CalPERS regarding this Agreement.

IN WITNESS WHEREOF, the City of Imperial has caused this agreement to be signed and executed in its behalf by the City Manager and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

EMPLOYER:

EMPLOYEE:

Dennis Morita, City Manager
City of Imperial, California

Michael Crankshaw
Interim Chief of Police