



Agenda Report

Fullerton City Council

MEETING DATE: JUNE 18, 2019

TO: CITY COUNCIL / CITY MANAGER

SUBMITTED BY: KENNETH A. DOMER, CITY MANAGER

PREPARED BY: GRETCHEN BEATTY, DIRECTOR OF HUMAN RESOURCES

SUBJECT: CHIEF OF POLICE EMPLOYMENT AGREEMENT

SUMMARY

An employment agreement with Robert Dunn II setting forth the terms of his employment as Fullerton Chief of Police.

RECOMMENDATION

1. Authorize the Mayor to execute an Employment Agreement appointing Robert Dunn II as Chief of Police commencing June 29, 2019 for an initial period of five years with options for two three year extensions.

2. Adopt Resolution No. 2019-XX

RESOLUTION 2019-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULLERTON, CALIFORNIA, ADOPTING RESOLUTION 2019-XX AMENDING PAGE 39, SALARY BY CONTRACTUAL AGREEMENT, OF THE CITYWIDE SALARY SCHEDULE TO REVISE THE BASE SALARY FOR THE CHIEF OF POLICE CLASSIFICATION

PRIORITY POLICY STATEMENT

This item matches the following Priority Policy Statement/s:

- Fiscal and Organizational Stability
- Public Safety.

FISCAL IMPACT

The fiscal impact of the proposed employment agreement is projected to be \$400,000. No budget adjustment is required.

DISCUSSION

Robert Dunn II was hired by the City of Fullerton on January 8, 2018 to serve in the position of Police Captain. Effective September 8, 2018, Mr. Dunn was appointed as Acting Chief of Police. Thereafter, City Council appointed Dunn as Interim Chief of Police effective November 20, 2018.

The proposed employment agreement to appoint Dunn as Chief of Police was negotiated following direction from City Council.

Key provisions in the agreement are as follows:

Term of Agreement: Five years.

Salary terms: Base salary of \$210,700.

Deferred Compensation City contribution: \$18,500

Performance Objectives and Performance evaluation: Mutually agreed performance objectives are to be established no later than October 31, 2019 and the City Manager, after consultation with the City Council, is to complete performance evaluations each June during the term of the agreement.

CalPERS Retirement: The City will pay and report as compensation the first 7% of Dunn's member contribution to CalPERS. He will pay the remaining 2% member contribution as well as cost share an additional 6.357% of salary toward the City's employer cost of retirement. Of note, Dunn will be entitled to the City's second tier of retirement benefits for safety employees, 3% @ 55.

Health Insurance: Dunn will be eligible to enroll in City sponsored health insurance plans. The City will contribute up to \$1,500 per month for medical insurance, \$145 per month for dental insurance and \$25 per month for vision insurance during the term of this agreement.

Retiree Health: Dunn shall receive a City contribution in the amount of \$125 per pay period into a retiree health savings account. He will not be eligible for a City contribution to health insurance after retirement.

Vehicle Use: Dunn will have the use of a City owned vehicle for business and personal use for commuting to and from his home.

Uniform Pay and Duty Weapon: Dunn will be provided a duty weapon per the Fullerton Police Department policy and will receive \$50 per pay period for the purchase and maintenance of uniforms.

Paid Leave: Dunn shall receive an initial balance of 80 hours vacation leave and 40 hours sick leave. His accrual of paid leave shall be consistent with City practices thereafter. He will also be entitled to paid time off on City recognized holidays when his official duties do not require him to work.

At Will Status: Dunn will serve at the pleasure of the City Council. City Council through this agreement delegates supervision and management, including discipline and dismissal, to the City Manager. The agreement may be terminated pursuant to notice

requirement provisions and limitations to periods outside of 90 days after appointment of a City Manager.

Right to Revert / Severance: Dunn will be eligible to revert to his previous position as Police Captain if his employment as Chief of Police is terminated without cause or the agreement is not extended during the first five year period of the Agreement or the first three year extension. The Right to Revert is replaced with a severance provision providing the equivalent of 12 months base pay in the event of termination without cause during the final three year extension.

Attachment:

- Attachment 1 – Employment Agreement
- Attachment 2 – Draft Resolution 2019-XX