

DATE SUBMITTED 6/30/23  
 SUBMITTED BY ACM  
 DATE ACTION REQUIRED 7/5/2023

COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS AB

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: <b>DISCUSSION/ACTION: Interim Chief of Police Agreement</b> <p align="center"><b>1. Approval of First Amendment to Interim Chief of Police Agreement</b></p>	
DEPARTMENT INVOLVED: <u>All Department's Involved</u>	
BACKGROUND/SUMMARY: The City of Imperial entered into an agreement with Ret. Chief of Police Michael Crankshaw on March 5, 2023. Subsequent to the conclusion of labor negotiation with the City's collective bargaining units, the City Manager has recommended Chief Crankshaw receive a 10% COLA to his hourly rate. Should the Council agree, the First amendment (attached hereto) would change Section 4 of the Interim Agreement to reflect an hourly rate of \$69.30. This rate of pay is within the established salary range for the city's Police Chief.	
FISCAL IMPACT: No Negative Impact to the Municipal Budget \$69.30 Per Hour/960 Per Fiscal Year \$66,528	ADMIN SERV INITIALS <u>DP</u>
STAFF RECOMMENDATION: It is staff's recommendation to approve the 1 <sup>st</sup> Amendment to the Interim Chief of Police Agreement for FY 23-24.	DEPT. INITIALS <u>AB</u>
MANAGER'S RECOMMENDATION: City Manager Agrees with staff's recommendation.	CITY MANAGER'S INITIALS <u>DHM</u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( )      REJECTED ( ) DISAPPROVED ( )      DEFERRED ( ) REFERRED TO:

**FIRST AMENDMENT TO CITY OF IMPERIAL  
INTERIM POLICE CHIEF EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into this 5th day of March 2023, by and between the City of Imperial, a municipal corporation of the State of California (“Employer”) and Michael Crankshaw (“Employee”). Collectively Employer and Employee are referred to as “the Parties”.

**WITNESSETH**

WHEREAS, the parties have entered into an employment agreement dated March 5, 2023, (“Agreement”); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

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

1. The above referenced recitals are true and correct and are incorporated herein by this reference.
2. Section 4 of the Agreement is rescinded and restated as follows:  
Employee shall be paid \$69.30 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.
3. Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed and executed to be effective July 5, 2023.

EMPLOYER:

EMPLOYEE:

City of Imperial

\_\_\_\_\_  
Dennis H. Morita, City Manager

  
\_\_\_\_\_  
Michael Crankshaw, Interim Chief of Police

ATTEST:

\_\_\_\_\_  
Kristina Shields, City Clerk