

**AMENDED AND RESTATED POLICE CHIEF EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF BUENA PARK AND FRANK NUNES**

This Amended and Restated Employment Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between the CITY OF BUENA PARK, a municipal corporation (hereinafter referred to as “City”) and FRANK NUNES, an individual (hereinafter referred to as “Chief”). At times herein the City and Chief are jointly referred to as the “Parties.”

WITNESSETH

A. Recitals.

- (i) It is the desire of the City Manager of City to retain Chief as its Police Chief of the Buena Park Police Department and to provide certain benefits and establish certain conditions of employment and set working conditions of the Chief.
- (ii) Chief desires to retain employment as Police Chief of the Buena Park Police Department and is willing to do so on the terms and conditions set forth hereinafter.
- (iii) City and Chief wish to enter into this Amended and Restated Agreement that sets forth the rights and obligations of the Parties and that will supersede all prior negotiations, discussions, or agreements.

B. Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Commencing June 24, 2023, and until this Agreement is terminated by either party as described herein, City does hereby employ Chief as Police Chief for the Buena Park Police Department, and Chief does hereby agree to be employed as and to discharge the duties and obligations of that position in accordance with the related provisions of the Buena Park Municipal Code, all Ordinances and Resolutions of the City, and applicable provisions of state and federal law and regulations.

2. Chief shall devote his full energies, interest, abilities and productive time to the performance of this Agreement, and utilize his best efforts to promote City's interests. Chief shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which materially interferes with Chief's duties and responsibilities to City. Chief shall obtain prior authorization from the City Manager for any outside employment, consulting, teaching or enterprise.

3. In consideration thereof, City shall pay Chief a salary as reflected in the table below at the beginning of the pay period that includes the effective date. The salary may be prorated and paid on City's normal paydays, subject to legally permissible or required withholding. Employee's salary is compensation for all hours worked and for all services under this Agreement and includes consideration for the cost of living adjustment effective June 24, 2023, and June 22, 2024, for all employee associations. Chief shall be exempt from the overtime pay provisions of California law (if any) and federal law:

(a) Chief's salary:

EFFECTIVE DATE	BASE SALARY	BASE SALARY
6/24/2023	\$20,353	\$244,233.60
6/22/2024	\$21,370	\$256,443.20

(b) Chief's base salary shall be adjusted for cost of living adjustments (COLA) whenever it is granted to the City's executive management unit.

(c) In addition to the base salary as set forth above in this Agreement, Chief shall receive all fringe benefits provided under the Police Management Association Memorandum of Understanding (MOU), except as expressly modified in subsection (d) and (e) below. Chief shall be entitled to retirement health benefits at the same level as Police Management personnel hired before July 1, 1999.

(d) Incentive Pays. Employee shall be eligible for the following incentive pays:

a. Longevity Pay: Employee shall receive an additional three percent of base salary.

b. Educational Incentive: Master's Degree - Employee shall receive an additional ten percent of base salary.

(e) City shall provide Chief with the Retiree Medical Account (RMA) as outlined in the Police Management Association MOU, except as follows:

1. Chief may bank accrued sick leave upon Retirement (Service or Disability Retirement) from City service into an RMA to defer out of pocket expenses for medical premium payments under the City's group insurance program.
2. Chief must have a minimum of 480 hours of sick time on the books at the time of retirement;
3. For the purpose of determining eligibility for participation in the RMA program, the number of unused accrued sick leave hours will be calculated in the following manner:

The City will convert sick leave balances over 480 hours to a RMA at the pay rate of \$111.82. This rate is fixed and will not increase over time. These monies can be used for medical-only premium amounts not covered by the City's existing contribution to the retirement medical program.

4. The balance of sick leave hours will be converted on the following basis:

- | | |
|-------------------|------------------------------------------------------------------------------------------------|
| 480 - 1000 hours | - 60% of the value of all unused sick leave based on the fixed pay rate of \$111.82 per hour. |
| 1000 - 1500 hours | - 80% of the value of all unused sick leave based on the fixed pay rate of \$111.82 per hour. |
| 1500 - 1750 hours | - 100% of the value of all unused sick leave based on the fixed pay rate of \$111.82 per hour. |

5. The RMA is not subject to bearing interest. No lump sum cash payouts will be offered on the remaining balance of unused sick leave.
6. The amount of unused sick leave placed into the RMA will be converted into cash based on the fixed pay rate of \$111.82 per hour, and used to offset/defer costs associated with medical premium rates;
7. In the event the RMA has funds remaining at the time a retired employee dies, the spouse will continue to receive the benefit, in accordance with and under the terms of this program, until his/her death or until no funds remain.
8. The City Manager reserves and retains the right to hear and make determinations regarding any disputes caused by this provision of the MOU. Any determinations made in hearing a dispute will be made on a case by case basis, and will not be determined to be a past practice or official policy of the City.

9. Sick leave may continue to accrue without limit. However, the maximum Chief may bank upon retirement for the RMA is limited to 1,750 hours, as described above.

f) City shall provide Chief the use of a City-owned vehicle for personal and business use. City shall provide all maintenance, repairs, fuel, and insurance necessary for operation of said vehicle.

g) The Chief shall continue to pay the full nine percent (9%) cost of the CalPERS member contribution.

h) Chief shall take no more than ten (10) working days of vacation or leave at any given time without written approval by the City Manager. If the Chief requires more leave time than ten (10) working days, CHIEF shall provide City Manager with a minimum of 4 months prior notice.

i) Chief may not assign this Agreement in whole or in part.

j) City may terminate this Agreement at any time without cause. Should City so terminate this Agreement it shall do so on thirty (30) days prior written notice to Chief and shall pay Chief a lump sum cash severance payment equal to four (4) months base salary.

k) If City terminates this Agreement (thereby terminating Employee's Employment) with cause, Employee shall not be entitled to any severance. As used in this agreement, cause shall mean any of the following:

(a) Conviction of a felony;

(b) Conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;

- (c) Willful abandonment of duties;
- (d) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council as a body or persistent and willful violation of properly established rules and procedures; and
- (e) Any other action or inaction by Employee that materially and substantially impedes or disrupts the performance of City or its organizational units, or is detrimental to employee safety or public safety.

l) In the event Chief voluntarily resigns his position with City, Chief shall give to City sixty (60) days written notice in advance, unless the parties agree otherwise. Nothing in this Agreement, however, shall prevent, limit, or otherwise interfere with the right of Chief to resign at any time from his position with City subject only to this provision.

m) City shall defend, hold harmless and indemnify Chief against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties and will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered there from to the extent specified in the California Government Code.

n) No amendments to this Agreement may be made except by a writing signed and dated by City and Chief.

o) If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

p) Chief acknowledges that he has had the opportunity and has conducted an independent review of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the dates set forth below opposite the name of each such party.

CITY OF BUENA PARK

Date: _____


By:  _____
Aaron France, City Manager

POLICE CHIEF

Date: _____

By:  _____
Frank Nunes, Police Chief

ATTEST:

 _____ (Seal)
Adria M. Jimenez, City Clerk