



Mayor Mario F. Hernández
Mayor Pro Tem Brenda Esqueda
Councilmember Maribel De La Torre
Councilmember Sylvia Ballin
Councilmember Antonio Lopez

City Administrator
Al Hernández

SAN FERNANDO CITY COUNCIL
NOTICE OF ADJOURNMENT AND
NOTICE OF ADJOURNED SPECIAL MEETING

THURSDAY, MARCH 15, 2012 – 6:00 PM

COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CA 91340

NOTICE IS HEREBY GIVEN that the San Fernando City Council, at its meeting of March 13, 2012, adjourned that meeting to **Thursday, March 15, 2012, at 6:00 p.m.** in the Council Chambers, located at 117 Macneil Street, San Fernando, California.

The **AGENDA** for this meeting is as follows:

CALL TO ORDER/ROLL CALL

APPROVAL OF AGENDA

PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments in order to provide a full opportunity to every person who desires to address the City Council. Only matters contained in this notice may be considered.

CLOSED SESSION

- A) PUBLIC EMPLOYEE APPOINTMENT
G.C. 54957

Title: Interim Chief of Police

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NEW BUSINESS

1) APPROVAL OF CONTRACT WITH INTERIM CHIEF OF POLICE

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting.

Elena G. Chávez, City Clerk

Signed and Posted: March 14, 2012 (1:15 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site (www.sfcity.org). These are also available for public reviewing prior to a meeting in the City Clerk's Office. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this regular meeting agenda will also be made available at the City Clerk's Office at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's Web Site at www.sfcity.org.

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related Modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 24 hours prior to the meeting.



Adjourned Special City Council Meeting

ADMINISTRATION DEPARTMENT**MEMORANDUM**

TO: Mayor Mario F. Hernández and Councilmembers

FROM: Al Hernández, City Administrator

DATE: March 15, 2012

SUBJECT: Approval of Employment Agreement Between the City and Gilbert Carrillo, Interim Police Chief

RECOMMENDATION:

It is recommended that the City Council approve an Employment Agreement (Attachment "A") between the City of San Fernando and Gilbert Carrillo (Carrillo), in order to provide that Carrillo serve as Interim Police Chief and assume the duties of Police Chief for a six month period, from March 16, 2012 through September 15, 2012.

BACKGROUND:

1. On January 23, 2012, the position of Police Chief become vacant due to the retirement of Police Chief Marco Antonio Ruelas.
2. From January 23, 2012 to present, the position of Police Chief has been filled temporarily by a sworn officer from the San Fernando Police Department.
3. On March 13, 2012, the City Council authorized the City Administrator and City Attorney to present the terms of a contract for the position of Interim Chief of Police; and, if agreed upon, present to City Council on March 15, 2012.

ANALYSIS:

The City Council entering into a six month agreement with Mr. Carrillo to service as Interim Police Chief will allow the City sufficient time to seek a new Police Chief.

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BUDGET IMPACT:

None. The salary of \$130,000 per year will result in a budget savings of approximately \$14,000 per year.

ATTACHMENT:

- A. Employment Agreement
- B. Resume

ATTACHMENT "A"**INTERIM POLICE CHIEF****CONTRACT SERVICES AGREEMENT**

This contract services agreement ("Agreement") is dated March 15, 2012, and is between the City of San Fernando ("City") and Gilbert Carrillo ("Carrillo").

A. City desires to designate Carrillo as the Interim Police Chief for a limited term, in accordance with the provisions of this Agreement.

B. Carrillo agrees to serve as Interim Police Chief.

C. Carrillo represents that he is fully familiar with the applicable legal, administrative and technical aspects of serving as Chief of a municipal Police Department, that he is fully qualified to perform such services by virtue of his training, experience, education and expertise.

The parties therefore agree as follows:

1. Term. Subject to earlier termination as provided for in this Agreement, Carrillo shall be designated as Interim Police Chief for a term beginning March 16, 2012 and ending on September 15, 2012.

2. Duties and Authority. As Interim Police Chief, Carrillo shall be vested with full power and authority to manage and conduct all the business of the Police Department as is provided for by the San Fernando City Code and other applicable statutory provisions, and to perform such other legally permissible duties and functions as the City Administrator may from time to time assign.

3. Salary. During the term of this Agreement, City agrees to pay Carrillo a monthly salary of Ten Thousand and Eighty-Three and thirty-three/hundredths Dollars (\$10,083.33). Unless expressly approved by the City Council, Carrillo shall not be entitled to salary increases.

4. Additional Benefits. In addition to salary, Carrillo shall receive the following:

- a. The use of a police vehicle for City and police-related purposes and for commuting between the Police Department, City Hall and his place of residence.
- b. Sick leave at the rate of 8 hours per month.
- c. Management leave at the rate of 6.6 hours per month.
- d. A one-time uniform allowance of \$1,000.00.
- e. Paid holidays, consistent with those received by the City Administrator.

5. No Cash Out of Accrued Leave. Carrillo shall not be entitled to "cash out" his accrued leave upon the expiration or earlier termination of this Agreement.

6. Termination or Resignation. City may terminate this Agreement at any time, with or without cause, upon three (3) days written notice. Carrillo may terminate this Agreement by giving City thirty (30) days' prior written notice of resignation.

7. Standard of Performance. Carrillo shall perform all work to the highest professional standards of the law enforcement profession and in a manner reasonably satisfactory to City and in accordance with the standard of care generally exercised by like professionals under similar circumstances.

8. Certifications and Licenses. Carrillo represents and warrants that he holds all required certifications and licenses necessary for the performance of his duties as a peace officer and chief of police. Carrillo shall maintain all such certifications and licenses throughout the term of this Agreement.

9. Standard of Performance. Carrillo shall perform all work to the highest professional standards of the law enforcement profession and in a manner reasonably satisfactory to City and in accordance with the standard of care generally exercised by like professionals under similar circumstances.

10. Conflict of Interest. Carrillo shall comply with all applicable federal, state, and local laws and regulations (including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.)).

11. City Council Approval. This Agreement shall be of no force and effect unless or until approved by the City Council.

12. General Provisions.

a. This Agreement constitutes a single integrated contract expressing the entire agreement of the parties thereto. There are no other agreements, written or oral, express or implied, between Carrillo and City, except those set forth in this Agreement.

b. If any provision, or any portion hereof, contained in this Agreement, is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and remain in full force and effect.

c. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

d. This Agreement is executed and delivered in the State of California and the rights and obligations of the parties herein shall be construed and enforced in accordance with the laws of the State of California.

e. In the event of any inconsistencies between this Agreement and the rules, polices and regulations of City, this Agreement shall govern.

f. This Agreement shall not be amended, modified or supplemented in any respect except by written agreement by Carrillo and City.

g. This Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by Carrillo and City. Any uncertainty or ambiguity shall not be construed against any one party.

h. Carrillo acknowledges that he has been provided the opportunity to be represented by independent counsel of his choice throughout all negotiations preceding this Agreement and that he has determined not to consult with an attorney regarding this Agreement.

The parties are signing this Agreement on the date stated in the introductory clause.

CITY OF SAN FERNANDO

Mario F. Hernández, Mayor

Gilbert Carrillo

APPROVED AS TO FORM:

ATTEST:

Michael Estrada, City Attorney

Elena G. Chávez, City Clerk

ATTACHMENT "B"**RESUME****Gilbert Carrillo,**

Date of Birth: 11-29-49

Residential Fax: (626) 964-0628 Retired Los Angeles County Sheriff's Department,
Sheriff's Homicide Bureau

5747 Rickenbacker Rd., Commerce, Ca. 90040

Military Service

U.S. Army August 1967, to June 1970, Honorable Discharge

Education

El Rancho High School Graduate

East Los Angeles College

Rio Hondo College Graduate

California State College, Los Angeles

California State College, Long Beach Graduate B.S.

Professional Training

Los Angeles County Sheriff's Academy and advanced training courses

California Department of Justice Courses

Gang Investigations courses

Specialized individual courses pertaining to investigations (interviews &
interrogations, crime scenes, crime lab etc.)

Post course on Media Relations

California Peace Officers Standard Training Advanced Certificate

Qualified as an expert in various Los Angeles Municipal and Superior courts in the
fields of Gang and Homicide Investigation

Teaching Experience

Los Angeles County Sheriff's Academy and Advanced Training Courses
International Training Institute (all over Western U.S.)
California Department Of Justice
ICITAP (an organization that offers classes in foreign countries, I've instructed in Panama for them)
F.B.I.
A group of law enforcement and other members of the criminal justice system
in La Paz Mexico
Various civic groups
*Note: Teaching was in the following subjects:
Interview and Interrogations, Homicide investigations, Gang Investigations,
Crime scene investigation and preservation, Role of The Homicide
Investigator, Serial Killers and Major Case Management

Languages

Speak, read, write Spanish

Additional Information

Sworn in as a Deputy Sheriff 10-01-71, Started the first plain clothes gang unit in East Los Angeles, and continued working gangs for several years. I worked as a Homicide Investigator for 21 years where I was called upon to investigate all types of murders to include serial killings as well as officer involved shootings.

I was next transferred to the Office of the Sheriff where it was my job is to illicit formation from all members of the department below the management level regarding any concerns they may have either about their particular unit of assignment or the department in general. I then documented this information, after which, the Sheriff and myself would return to the unit where the concerns were obtained, and address the documented concerns in person at a station meeting. While in this position, I was promoted to the rank of Sergeant, and remained.

In April 2004, I was promoted to the Rank of Lieutenant, and transferred back to the Homicide Bureau where I retired from on November 30, 2009.

I have served as the Past President for the National Latino Peace Officers Association East Los Angeles Chapter, and have served on the Board of Directors for both the California Homicide Investigators Association, and The International Homicide Investigators Association.