

**AN AGREEMENT BETWEEN COLLEEN FLORES AND THE CITY OF LA VERNE  
RELATING TO TERMS AND CONDITIONS OF EMPLOYMENT  
FOR THE POSITION OF POLICE CHIEF**

This Agreement is made and entered into the 20th day of December, 2021 by and between the **CITY OF LA VERNE (the "CITY")** and **COLLEEN FLORES ("Employee")**. This agreement shall have an effective date of January 1, 2022.

**WHEREAS**, EMPLOYEE, pursuant to the La Verne Municipal Code, was appointed by the City Council; and

**WHEREAS**, CITY desires to retain the services of EMPLOYEE as Chief of Police of City; and

**WHEREAS**, CITY desires to continue employment on a full-time basis as Chief of Police of City; and

**WHEREAS**, both CITY and EMPLOYEE desire to address certain issues related to wages, hours and other terms and conditions of EMPLOYEE'S employment by CITY;

**NOWHEREFORE**, in consideration for the mutual covenants contained herein, the parties hereto do agree as follows:

1. **DUTIES.** CITY hereby agrees to retain EMPLOYEE as Chief of Police of CITY to perform the functions and duties specified in state law, in the La Verne Municipal Code and to perform such other legally permissible and proper duties and functions as the City Manager may, from time to time, assign.

- a. The parties agree to employment for Employee as Police Chief with the following base terms:
  - (1) The appointment to Chief will be made at Step 5 of the salary schedule for the position
  - (2) Vacation accrual of 5.0 weeks per year (14-year rate for Executive Management)
  - (3) EMPLOYEE will be entitled to receive the City's retiree medical benefit if she remains in her service to the City of La Verne through December of 2024. EMPLOYEE will also be entitled to the retiree medical benefit if she is terminated without cause during the term of the agreement.

2. **TERM.** This Agreement shall become effective January 1, 2022 and shall remain in effect unless terminated by either party as provided for herein.

3. **TERMINATION.**

- a. EMPLOYEE shall not be terminated from employment within the first 12 months of being appointed as Chief of Police.
- b. Beyond the first 12 months, in the event EMPLOYEE is terminated by the City Manager at the direction of the City Council during such time as employee is willing and able to perform the duties of Chief of Police, then in

that event, CITY agrees to continue to pay EMPLOYEE salary and benefits as a severance benefit for a period of twelve (12) months beyond the effective date of termination. This benefit replaces, and is not in addition to, the severance benefit provided to the Department Heads.

EMPLOYEE is eligible to receive the severance under the following circumstances:

- (1) Employee resigns from employment, and it is determined by the CITY'S legal counsel that it is due to one or more city elected officials disrupting the operational control of the Police Department by interfering in the chain of communication by not working through the Police Chief for all department related matters. or
- (2) Employee is terminated without cause.

In the event EMPLOYEE is terminated for good cause, CITY shall have no obligation to pay the severance benefit designated in this paragraph. Good cause as used herein includes material breach of this Agreement; acts of dishonesty, fraud, or misrepresentation; violation of a criminal law other than traffic violations or other infractions; or acts of moral turpitude.

- c. EMPLOYEE shall have the right to voluntarily resign her position with CITY or retire from CITY upon EMPLOYEE giving CITY ninety (90) days notice in advance, in which event CITY shall have no obligation to pay severance benefits to EMPLOYEE.

Should CITY allege a material breach of the Agreement, CITY shall provide EMPLOYEE with written notice of such breach specifying the precise provision alleged to have been breached. EMPLOYEE shall then be given thirty (30) calendar days from receipt of such notice to correct the alleged breach. If the alleged breach is not corrected within the thirty (30) calendar day time period, CITY may terminate this Agreement with good cause.

#### 4. **SALARY AND BENEFITS.**

- a. CITY agrees to pay EMPLOYEE for services rendered pursuant to this Agreement a base monthly salary as contained in Resolution No. 21-55 and its successors.
- b. Beginning in fiscal year 2022-2023, CITY agrees to grant EMPLOYEE an increase in base salary and/or benefits at the same time and in the same manner (survey of market cities) granted to Department Heads of CITY. If CITY changes its current survey and median placement policy for Department Heads, then in no event shall EMPLOYEE'S salary be less than 85% of the City Manager's top step salary or less than that of the Fire Chief. EMPLOYEE shall be entitled to maintenance of the existing benefits provided to Department Heads.

5. **HOURS OF WORK.** EMPLOYEE shall devote not less than forty (40) hours per week to assigned duties as Chief of Police of CITY. However, it is recognized that EMPLOYEE may devote a great deal of her time outside normal office hours to the business of CITY and, to that end, EMPLOYEE will be allowed to take compensatory time off as City Manager of CITY shall deem appropriate.
6. **AUTOMOBILE AND AUTOMOBILE INSURANCE.**
  - a. CITY recognizes that EMPLOYEE'S duties as Chief of Police of CITY may require extensive use of an automobile in the normal course of conducting CITY'S business. CITY therefore agrees to provide EMPLOYEE with a city-owned automobile for use in conducting the business of CITY and for personal use during the term of this Agreement. CITY shall be responsible for maintaining and paying for liability insurance or self-insurance as required by state law and for all operating, maintenance and repair costs of city-owned automobile.
  - b. EMPLOYEE may garage City-owned vehicle at EMPLOYEE'S personal residence. During periods of EMPLOYEE'S extended absence from the work site such as extended sick leave; vacations and similar absences, the vehicle shall be garaged at Police Department of CITY or such other CITY owned location as may be directed by City Manager of CITY. During all such periods of extended absence, the CITY-owned vehicle shall be available for business use by other representatives of CITY as authorized by City Manager of CITY.
7. **CELLULAR TELEPHONE.** City agrees to provide EMPLOYEE with cellular telephone and service in accordance with the provisions of Administrative Regulation No. 206.
8. **DUES AND SUBSCRIPTIONS.** City agrees to budget a reasonable amount as determined by City Manager of CITY for the payment of professional dues and subscriptions necessary for EMPLOYEE'S participation in national, state and local associations and organizations necessary for her continued professional growth and advancement for the good of the CITY.
9. **UNIFORM BENEFIT.** CITY will provide uniforms to EMPLOYEE as reasonably necessary. EMPLOYEE will maintain the uniforms.
10. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT.**
  - a. City Manager of CITY shall fix any such other terms and conditions of employment, as he may determine from time to time, relating to the performance of EMPLOYEE, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement.
  - b. City Manager of CITY shall evaluate EMPLOYEE'S performance periodically but not less than annually in accordance with personnel policies and procedures of CITY.

**11. CONFIDENTIALITY.**

- a. Employee shall not, for the benefit of any person or entity other than the CITY, disclose or use any information regarding City activities or business obtained in the course of employment by virtue of Employee's position, or which was produced by Employee in the course of employment or otherwise produced by or on behalf of CITY, and which is not property in the public domain. A breach of this provision by Employee shall be deemed a material breach of this Agreement and Employee acknowledges that CITY may be damaged by such breach.
- b. Employee acknowledges that this Agreement or the substance of the terms of this Agreement may have to be disclosed to a third party pursuant to the California Public Records Act.

**12. GENERAL.**

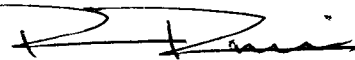
- a. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- b. This contract is based on what is stated herein and what is contained in the Executive Management Resolution.
- c. This Agreement and each and every covenant, condition and term herein, shall be binding upon and inure to the benefit of the parties hereto and to their successors, assigns and heirs at law.
- d. In the event litigation is commenced to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred for prosecution of the action.
- e. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision of this Agreement.
- f. If any article, or any portion thereof, contained in the Agreement is held to be unconstitutional, invalid or unenforceable by any court of competent jurisdiction, the said ruling shall negate only the applicable article, or portion thereof, and the balance of this Agreement shall stand as written and shall remain in full force and effect for the duration of the Agreement.

In witness whereof, the parties have executed this Agreement on this 20<sup>th</sup> day of December, 2021 at La Verne, California.

**CITY OF LA VERNE**



\_\_\_\_\_  
**Colleen Flores**



\_\_\_\_\_  
**Bob Russi, City Manager**

RESOLUTION NO. 21-96

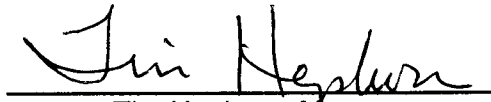
1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS  
2 ANGELES, STATE OF CALIFORNIA, AUTHORIZING THE EXECUTION OF AN  
3 EMPLOYMENT AGREEMENT WITH COLLEEN FLORES FOR THE POSITION OF POLICE  
4 CHIEF EFFECTIVE JANUARY 1, 2022

5  
6 **BE IT RESOLVED** by the City Council of the City of La Verne as follows:

7 **Section 1.** That the City Manager and Assistant City Clerk of the City of La Verne  
8 be and they are hereby to authorize to execute an employment agreement with Colleen Flores  
9 for the position of Police Chief effective January 1, 2022, said contract being in the form  
10 attached hereto and made a part hereof by reference as though the same were set forth in full  
11 herein.

12 **Section 2.** The Mayor shall sign and the Assistant City Clerk shall certify to the  
13 passage and adoption of this Resolution and thereupon the same shall take effect and be in  
14 force.

15 **PASSED, APPROVED AND ADOPTED** this 20<sup>th</sup> day of December, 2021.

16  
17   
18 Tim Hepburn, Mayor


19 **ATTEST:**

20  
21   
22 Lupe Gaeta Estrella, Assistant City Clerk

23 **CERTIFICATION**

24 I, Lupe Gaeta Estrella, Assistant City Clerk of the City of La Verne, Do HEREBY CERTIFY that  
25 **Resolution No. 21-96** was duly passed and adopted by the said City Council at a meeting of  
26 the said Council held on the 20<sup>th</sup> day of December, 2021 and passed and adopted by the  
27 following vote:

28 AYES: Lau, Crosby, Davis, Carder, and Mayor Hepburn.  
29 NOES: None.  
ABSENT: None.  
ABSTAIN: None.

30  
31   
32 Lupe Gaeta Estrella, Assistant City Clerk

# Agenda Report

CITY OF LA VERNE  
*City Manager's Office*

**Approved on 12/20/21 at the  
regular meeting of the La Verne  
City Council.**

**DATE:** December 20, 2021  
**TO:** Honorable Mayor and City Council  
**FROM:** Bob Russi, City Manager  
**SUBJECT:** Agreement for Police Chief – Resolution No. 21-96

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## **AGENDA SUMMARY**

With the anticipated retirement of Police Chief Nick Paz scheduled for the end of the month, the City Council held a closed session on Monday, December 6 to discuss terms of an employment agreement with Captain Colleen Flores. Based on Council discussion and input from Ms. Flores, the following agreement has been prepared outlining the terms of her employment as the City's next Police Chief.

## **RECOMMENDATION**

It is recommended that the City Council approve Resolution 21-96, an employment agreement with Colleen R. Flores for the position of Police Chief effective January 1, 2022.

## **BACKGROUND**

In September of 2020, the City Council took formal action of naming Police Captain Colleen Flores as Chief Designee. That action confirmed that at the time Chief Paz retired from his post, she would be promoted to fill that role. Chief Paz has formally announced that he will be stepping down at the end of the year, as such, it is necessary to execute an agreement outlining the terms of Ms. Flores' employment. Therefore, the attached agreement has been prepared and reviewed by the City Attorney and Captain Flores.

Colleen Flores, was hired by City in 2018 as Police Captain to fill the vacancy that was created by Chief Paz' promotion. Prior to coming to the City of La Verne Colleen worked for the City of Arcadia for 23 years. During her time there Ms. Flores' assignments included Commander of Operations, Investigations, Field Training, Jail Services, West San Gabriel Valley Anti-Crime Task Force, Public Information Officer and Incident Commander on various critical incidents. Captain Flores served on the Board as President of the San Gabriel Valley Peace Officers' Association, a non-profit organization for law enforcement networking and training. Prior to becoming a Police Officer, Captain Flores was a Police Cadet at the Chino Police Department and a Police Explorer at the Upland Police Department.

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