

# TOWN OF QUARTZSITE

## PRESS RELEASE

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September 11, 2012

The Town of Quartzsite, acting through Assistant Town Manager, Personnel Officer and designee of acting Town Manager Terry Frausto, Al Johnson, terminated its contract with Jeff Gilbert as it's chief of police for gross negligence and willful misconduct. The termination was effective at 8:00 a.m on September 11, 2012. Pursuant to Gilbert's contract, the letter was sent to Gilbert, who is believed to be in Alabama at the present time, by certified mail.



# TOWN OF QUARTZSITE

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September 11, 2012

Jeff Gilbert  
P.O. Box 2812  
Quartzsite, AZ 85346-2812

Re: Notice of Termination of Employment Contract

Dear Mr. Gilbert:

As the designee of the Acting Town Manager, I am informing you by this letter that, pursuant to Section 2, paragraph E of your employment contract you are being terminated for willful misconduct, gross negligence and unwillingness to perform the functions of your position. You are terminated effective at 8:00 a.m. on September 11, 2012, but you will be paid for services through the end of the business day today.

## **Willful Misconduct and Unwillingness to Perform the Functions of Your Position.**

### **Insubordination.**

1. When you were placed on Administrative Leave, you were instructed that your place of duty was your residence on Monday through Friday between the hours of 8:00 a.m. and Noon and between the hours of 1:00 p.m. and 5:00 p.m. and you were not to deviate from this schedule without obtaining **prior** authorization from the acting Chief of Police or the Town Manager or her designee. On or about August 24, 2012, you called acting Chief of Police James Schultz after-the-fact and advised him that, in violation of the written directive, you "took lunch" between about 12:30 p.m. and 1:30 p.m. On August 27, 2012, you were seen leaving the Apartments on Quail Trail after 1:00 p.m. without having received prior authorization to be away from your duty location from the acting Chief of Police or the Town Manager or her designee. On August 29, 2012, you called acting Chief of Police Schultz and advised him that you were meeting with people at the Main Street Eatery after 8:00 a.m. Again, you advised acting Chief of Police Schultz, you did not obtain prior authorization from him or from the Town Manager or her designee. These actions constitute willful misconduct in the form of contumacious insubordination and an unwillingness to perform the duties of your position.
2. You were ordered to obtain communications training to address shortcomings in your management of the police department as identified by Sonya Boun in her report to the Town Manager. According to trainer Laura Gillingham, you did not make a reasonable and good faith effort to obtain such training and were, rather, an impediment to the

training being provided to other officers. Making a good faith effort to obtain this training and to improve your management of the police department was your responsibility as the Chief of Police. Failure to do so constitutes willful misconduct in the form of contumacious insubordination and an unwillingness to perform the duties of your position.

3. Prior to May 20, 2012, you were specifically instructed by Town Manager Taft not to communicate with any of the police officers who filed a complaint against you with Arizona POST until the investigation by Sonya Boun. Rather than heed this instruction, on May 20, 2012 you met with Officer Alex Ruvalcaba and made threats concerning his employment should he find himself on the wrong "wagon." While the Attorney General has declined to prosecute you for this conduct apparently believing that there is reasonable doubt as to either your conduct or the illegality of this contact, I find the information in Detective White's report (DPS DR 2011-027462) compelling enough to prove that, more likely than not, you not only disregarded the Town Manager's instruction not to attempt to influence any of the witnesses pending their interviews with Sonya Boun, but you attempted to influence the testimony of Officer Ruvalcaba. Failure to do so constitutes willful misconduct in the form of tampering with a witness and contumacious insubordination.
4. You were instructed not to communicate with the press except through the Town Manager. You issued a press releases before being placed on administrative leave which falsely stated that the decision by the Attorney General not to prosecute you exonerated you from any wrongdoing alleged by the report prepared by DPS. As a career police officer who has had many a disagreement with prosecutors who have declined prosecution based on such concepts as "no reasonable likelihood of conviction" that this term means no more than that the prosecutor believes that there is reasonable doubt about your guilt, not that you are not, more likely than not, guilty or responsible of misfeasance, malfeasance, nonfeasance or criminal conduct.

#### **Gross Negligence/Willful Misconduct**

Detective White's report also makes a compelling case that you either engaged in willful misconduct by instructing former Quartzsite Police Department Office worker Linda Conley to run multiple unnecessary, unwarranted, excessive and apparently illegal queries using the Arizona Criminal Justice Information System or were so out of touch with what was happening in your own department that Conley was making these unnecessary, unwarranted, excessive and apparently illegal queries without your knowledge and oversight. As Detective White summarized in his interview with you on April 24, 2012, Detective White's investigation into misuse of the ACJIS computer showing an excessive number of queries which could not be linked to any investigation leads to one of two conclusions: either you were not being truthful and you knowingly misused or caused someone else to misuse the system or "you're not competent as the Chief if you don't know what's going on with your people in the Police

Department.” Whichever of these two conclusions is the correct one, your conduct either constitutes willful misconduct in the criminal misuse of the ACJIS computer or gross negligence in the management of the Police Department.

### **Ongoing Criminal Investigation**

This action is independent of the ongoing criminal investigation into allegations that you facilitated Fabiola Garcia in submitting a time card containing false information. That investigation will continue without regard to your termination.

### **Right to Appeal**

If you believe the termination is unjustified, he may appeal directly to the Town Council with or without the aid of legal counsel. Such requests must be made with ten (10) days of receipt of this letter. You may pursue your appeal with or without legal counsel, any such legal counsel being paid by you. Thereafter a hearing will be set by the Town Council within thirty (30) days from the date of your appeal requesting a hearing, unless the parties agree to a further extension. No later than fourteen (14) days prior to the hearing, the Town Council must furnish to you the specific reasons for termination. The Town Council shall set the agenda for the hearing, which shall be conducted to provide due process, said hearing to be recorded by the Town Clerk or a recording device. The Town Council shall have ten (10) days to provide its decision, which shall be rendered in writing stating the basis for the Town Council's decision and mailed to the OFFICER by certified return mail. Such an appeal hearing is mandatory if the OFFICER believes that the Town Council is not justified in its actions and this remedy must be exhausted prior to pursuing legal action in a court of law.

### **Conclusion**

Your gross negligence, willful misconduct, insubordination and your general attitude demonstrating your apparent belief that you either are the law or are above the law have brought discredit to you, the Town of Quartzsite and the reputation of the good police officers employed by the Quartzsite Police Department whose reputations were needlessly sullied. For this reason, effective at 8:00 a.m. on September 11, 2012, your contract with the Town of Quartzsite is terminate.

Sincerely,



Al Johnson  
Personnel Officer and  
Designee of the acting Town Manager