

COPY

**CITY OF RIO DELL
CHIEF OF POLICE
EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is made and entered by and between the CITY OF RIO DELL, a municipal corporation of the State of California, hereinafter referred as the "Employer" or "City" and Greg Allen, hereinafter referred to as "Employee" or "Chief of Police", on this 2nd day of August, 2022 (the "Effective Date"), both Employer and Employee understand and acknowledge as follows:

RECTIALS

- A. **WHEREAS**, Employer desires to employ the services of Greg Allen as Chief of Police of the City of Rio Dell; and
- B. **WHEREAS**, it is the desire of the Employer, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and
- C. **WHEREAS**, Employee desires to accept employment as the Chief of Police of the said City.

AGREEMENT

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

SECTION 1. DUTIES. Employer hereby agrees to employ Greg Allen as Chief of Police of said Employer to perform the functions and duties specified in the Ordinances of the City of Rio Dell, including, without limitation, those set forth in Rio Dell Municipal Code Title 2, Chapter 2.25, those prescribed by the laws of the State of California, and to perform other legally permissible and proper duties and functions as the City Manager may from time to time assign. Employer and Employee expressly acknowledge that the City's Police Department is small in number, and active patrol in the community is an essential function and job duty of the Chief of Police. Employee shall be responsible for ensuring that the City's Police Department and its personnel remain current with all necessary law enforcement training, including that required by the California Commission on Peace Officer Standards and Training.

SECTION 2. TERM. This Agreement shall remain in effect from August 2, 2022 to August 1, 2026, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee (the "Term"). Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

- a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement,

below, the Chief of Police shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Chief of Police in the performance of the powers and duties of his office. In all other circumstances, the Chief of Police can be terminated from employment by the City with or without cause and for any reason (or no reason at all) at any time during the Term of this Agreement following two (2) weeks written notice from the City Manager to the Chief of Police, and without notice under Section 2.b. of this Agreement. In the case the City elects to terminate Employee's employment prior to expiration of the full Term of this Agreement (i.e., prior to August 1, 2026) by provision of two (2) weeks notice, the Chief of Police shall be entitled to receive severance in a lump sum and all unused vacation and executive leave time, as the Chief of Police's sole and exclusive remedy and right(s) to payment at employment termination. "Severance" shall be paid according to the following schedule:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
0-1 year	2 months' salary
1-2 years	3 months' salary
2-3 years	4 months' salary
3-4 years	5 months' salary

b. **Severance Payment Exception.** Should the Chief of Police be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the Chief of Police voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. Subject to all terms of this Agreement, the Peace Officer Bill of Rights pursuant to the California Public Safety Officers Procedural Bill of Rights Act (California Government Code §§3300, et seq.) shall be followed by City in the event of suspension, demotion or dismissal. Without limitation on the forgoing, conviction of a felony shall be grounds for immediate termination without severance pay, as stated in this Agreement.

SECTION 4. DISABILITY. Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

SECTION 5. SALARY. The salary for the Chief of Police shall be as follows: Effective August 2, 2022 through August 1, 2026, the salary schedule for the Chief of Police shall be set in accord

with the longevity based salary steps set forth in the salary pay scale adopted by the Rio Dell City Council on February 1, 2022, as Resolution No. 1523-2022, a copy of which is attached hereto as Exhibit "A" and incorporated by reference (the "Salary Schedule").

The Employee shall begin employment on August 2, 2022, at Step B of the Salary Schedule.

Employee shall receive a five percent (5%) increase in salary upon completion of ten (10) years of continuous, uninterrupted employment with the City, and another five percent (5%) increase upon completion of twenty (20) years of continuous, uninterrupted employment.

SECTION 6. PERFORMANCE EVALUATION. The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty four (24) months from the effective date of this Agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK. It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off. Employee acknowledges that the position of Chief of Police is an administrative level, supervisorial position exempt from rights to overtime pay under California Wage and Hour law and regulations.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES. Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee's time off. Employee shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

SECTION 9. AUTOMOBILE. Employee's duties require that he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee's use of his private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME. For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

SECTION 12. WORK RELATED EXPENSES AND REIMBURSEMENT. Employee shall be paid for the maintenance, repair and replacement of a full insignia uniform at a rate of \$187.50 per calendar quarter, beginning with a payment of \$187.50 upon hire. This allowance is recognized to cover the additional cost of a uniform over civilian dress and shall be used strictly for the maintenance, repair, and purchase of uniforms. Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee as approved by the City Manager. Employee shall submit an itemization schedule of his out-of-pocket expenses to the City Manager in writing in the form of a purchase order for payment.

SECTION 13. MEDICAL, DENTAL AND VISION INSURANCE REIMBURSEMENT. Medical, Dental and Vision Insurance shall be provided for the Chief of Police as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for Employee and 70% of the total premium costs for Employee's dependents, depending on their age and status as a student as provided in the plan document. The City reserves the right to choose, in the City's unilateral discretion, alternative medical coverage during the term of this Agreement. If the City elects to procure alternative medical coverage during the term of this Agreement, the City will seek to procure insurance of approximate comprehensive equivalency, but Employee acknowledges that Employee has no expectation that comparable coverage will continue since the City, like all insurance coverage procurers, is subject to significant fluctuations in the scope, availability and cost of insurance. Employee may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of alternative health insurance must be provided to Employer before the requesting Employee may substitute compensation for insurance. If elected by Employee and if the Employee has a spouse/qualified dependent who has reached the age of 65 and is eligible for Medicare coverage, Employee shall be entitled to a stipend of One Hundred and Fifty (\$150.00) dollars (less applicable payroll taxes) per pay period in lieu of City provided health insurance coverage through the City's current medical plan for the spouse/qualified dependent and effective upon the spouse/qualified dependent's removal from the City's plan. The amount of the stipend is in addition to the Employee's regular salary and is subject to all payroll taxes as required by law, with Employee bearing and paying the regular portion of payroll tax allocated to Employee.

SECTION 14. DEFERRED COMPENSATION. The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twenty percent (20%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year. At no time shall deferred compensation exceed applicable Internal Revenue Service ("IRS") contribution limits for the current year. Amounts in excess of the applicable IRS contribution limits may become compensable upon approval by the City Manager wherein these funds are directed towards post employment retirement.

SECTION 15. LIFE INSURANCE. A term life insurance policy in the amount of Seventy-Five Thousand Dollars (\$75,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 24. NOTICES. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER
City of Rio Dell
Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562

EMPLOYEE
Greg Allen
675 Wildwood Avenue
Rio Dell, California 95562

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 25. GENERAL PROVISIONS.

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing immediately, subject to Section 16 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

SECTION 26. INCENTIVE PAY.

If employee lives full time within the jurisdictional limits of the City of Rio Dell, employee shall receive a one-time three percent (3%) increase to their base salary. Employees who receive this incentive and subsequently move outside of City limits shall forfeit the incentive effective upon their move out date.

If employee fluently speaks both Spanish and English languages, employee shall be entitled to a one-time, five percent (5%) increase to their base salary. Certification procedures shall be set by the City of Rio Dell, in its discretion, for third party verification of fluency.

If employee obtains and retains any of the following Peace Officer's Standards and Training (POST) certifications, employee shall receive a one-time incentive pay increase equal to three

percent (3%) of base pay for each certification: (1) Intermediate, (2) Advanced and (3) Supervisorial.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

EMPLOYEE



Greg Allen
Chief of Police

7-20-22
Date

EMPLOYER

Kyle Knopp
City Manager

Date

Approved as to form:

Russell Gans, City Attorney

Date

List of Exhibits:

Exhibit "A": Salary pay scale adopted as Resolution No. 1523-2022.

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Date

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Kyle Knopp
City Manager

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Date

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