



RESOLUTION No. 1521-2022

**RESOLUTION OF THE RIO DELL CITY COUNCIL AUTHORIZING CHANGES TO
EMPLOYEE COMPENSATION AND INCENTIVE PROPOSALS IN ORDER TO
INCREASE EMPLOYEE RECRUITMENT AND RETENTION**

Recitals

A. **WHEREAS**, the City of Rio Dell, like other California public and private employers, has experienced concerns and pressure related to the procurement and retention of employees for the City of Rio Dell.

B. **WHEREAS**, the City of Rio Dell City Council seeks to keep and retain its employees and staff, and, by method of this Resolution, authorizes the City Manager to propose the increased compensation terms recited in this Resolution

C. **WHEREAS**, the City Manager is directed to offer the increased compensation and incentive terms and conditions recited in attached **Exhibit A** (the "Term Sheet") to the City of Rio Dell Employees Association, the Peace Officers Association and Contract Employees as stated in said term sheet.

D. **WHEREAS**, the City Manager is directed to offer the increased compensation and incentive terms and conditions recited in the "Immediate Employment Incentive Proposals" attached to this Resolution as **Exhibit A** (the "Immediate Employment Incentive Proposals") to the City of Rio Dell Employees Association, the Peace Officers Association and Contract Employees as stated in said Exhibit A.

E. **WHEREAS**, the City Manager is directed to develop and propose for future City Council consideration the increased compensation and incentive terms and conditions recited in the "Additional Employment Incentive Proposals for Future City Council Consideration" attached to this Resolution as **Exhibit B** (the "Future Employment Incentive Proposals").

Resolved

NOW, THEREFORE, the City Council for the City of Rio Dell does hereby find, determine and resolve as follows:

Resolution 1521-2022

1. The above recitals are true and correct.

2. The City Manager is directed to offer the increased compensation and incentive terms and conditions recited in the "Immediate Employment Incentive Proposals" attached to this Resolution as **Exhibit A** to the City of Rio Dell Employees Association ("RDEA"), the Peace Officers Association ("POA") and Contract Employees as stated in said Exhibit A and, if accepted by the subject employees, work with the City Attorney to prepare and execute amendments to the RDEA Memorandum of Agreement, the POA Memorandum of Agreement and the employment agreements for Contract Employees consistent with the proposals recited in **Exhibit A**.

3. The City Manager is directed to develop and propose to the City Council for future consideration, in the City Council's discretion, the increased compensation and incentive terms and conditions recited in the Future Employment Incentive Proposals attached to this Resolution as **Exhibit B**.

PASSED AND ADOPTED by the City of Rio Dell City Council based upon a motion made by Mayor Pro Tem Johnson and seconded by City Council Member Woodall, at a properly agenzed and noticed meeting of the City Council of City of Rio Dell held on the 18th day of January, 2022, by the following roll call vote:

Ayes:	Garnes, Johnson, Carter, Wilson and Woodall
Noes:	None
Abstain:	None
Absent:	None


Debra Garnes, Mayor

ATTEST:



Karen Dunham, City Clerk

EXHIBIT A:

IMMEDIATE EMPLOYMENT INCENTIVE PROPOSALS

(Except where specifically stated below, all employment term amendments recited shall apply to all bargaining units and contract employees).

1. **RDEA and POA MOU TERMS.** The durational terms of Rio Dell Employee's Association (RDEA) and Rio Dell Peace Officer's Association (POA) MOUs shall be amended to continue in effect through June 30, 2024.

2. **SALARY SCHEDULE.** The Salary Schedule / Table Resolution incorporated in the RDEA and POA MOUs and each individual agreement shall be updated to reflect a one-time ten percent (10%) increase in base payment scale to all City employee job classifications and steps. This change shall take effect no later than the pay period ending on February 12, 2022.

3. **DEFERRED COMPENSATION.** The City of Rio Dell 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. In addition to the Employer contribution spelled out in each MOU and individual agreement, the Employer shall match Employee contribution towards deferred compensation of up to four percent (4%) of the Employee's base salary, not to exceed any applicable IRS cap for the given year in total Deferred Compensation contributions.

4. **INCENTIVE PAY.** Employees who live full time within the jurisdictional limits of the City of Rio Dell 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.

Employees who fluently speak both Spanish and English languages 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.

Employees within the Peace Officer's Association (POA) who obtain and retain any of the following Peace Officer's Standards and Training (POST) certifications 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.

5. **POLICE CADET PROGRAM.** The City shall develop and institute a sponsored Cadet Program for the College of the Redwoods Police Academy. The terms and conditions of the sponsored Cadet Program shall be subject to the review and approval of the City Council, in its discretion.

6. **BEREAVEMENT LEAVE.** Up to five (5) days of special leave with pay may be granted annually to an employee whose employment status normally entitles him to vacation and

sick leave benefits, for one or more deaths that occur in the employee's immediate family, upon written request to and the approval of the City Manager. For purposes of this entitlement "immediate family" shall include the Employee's child, parent, grandparent, grandchild, sibling, spouse, or domestic partner as those terms are defined in the California Family Rights Act at California Government Code Section 12945.2 and its subparts.

7. **ACCRUED VACATION LEAVE.** Rio Dell Employee Association and Peace Officers Association members may elect to cash out up to a maximum of 40 hours of vacation leave per fiscal year provided that at least 40 hours of accrued vacation leave remains for the electing employee following the cash out.

8. **VACATION BENEFITS.** Employees who work for the City for less than one year are eligible to use accrued vacation with approval of their supervisor.

9. **REGULAR PART-TIME POSITION(s).** A position in which an employee is paid on an hourly basis for working a continuing, year-round work week of fewer hours than the established work week, but 21 hours or more of a regular full-time work week, in the department in which they are employed. Employees working less than 21 hours (0.525 FTE) shall be considered temporary extra-help.

No Vacation for Temporary Employees. No vacation with pay is allowable to temporary employees.

Part-Time Vacation Accumulation. Regular part-time employees shall be entitled to vacation benefits provided by this Section in that proportion that the actual number of hours worked bears to full-time employment.

Part-Time Employee Sick Leave Computation. Regular part-time employees shall be entitled to sick leave benefits as provided by this Section in that proportion that the actual number of hours worked bears to full-time employment.

10. **WAGE REOPENER.** Employees and Employer may agree that, subject to an identified increase or decrease in City revenue, either party may reopen negotiations on the RDEA and POA MOUs by providing written notice of the intent to do so by October 1 of each year for negotiation of wages for the following fiscal year starting July 1. The written notice shall include specifically identified changes to City revenue to justify the reopening of wage negotiations.

EXHIBIT B:

**ADDITIONAL EMPLOYMENT INCENTIVES FOR FUTURE CITY COUNCIL
CONSIDERATION**

1. **EMPLOYEE ASSISTANCE PROGRAM.** The City shall seek to develop and implement an Employee Assistance Program (EAP) no later than June 30, 2022, applicable to all employees of the City of Rio Dell, the precise terms of which will be presented to the City Council for review and approval, in the Council's sole discretion, prior to implementation.

2. **HOMEBUYER PROGRAM.** The City shall consider implementation of a first-time homebuyers program for Employees who have been employed by the City for no less than one full year, full time and are in good standing. The program shall apply to first homes only constituting the Employee's primary residence. The first home must be purchased within the jurisdictional limits of the City of Rio Dell in order to qualify. Any program must be approved by the City Council prior to implementation, in the City Council's sole discretion.

**KYLE C. KNOPP EMPLOYMENT AGREEMENT
WITH CITY OF RIO DELL, CA.**

This Employment Agreement (this "Agreement") is made and entered into 15 day of June 2021 (the "Effective Date") by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "**Employer**" and **KYLE C. KNOPP**, hereinafter referred to as "**Employee**", both of whom understand as follows:

A. **WHEREAS, Employer** desires to employ the services of said **Employee as City Manager** 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 City Manager of the said City;

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

SECTION 1. DUTIES

Employer hereby agrees to employ **Employee as City Manager** of said **Employer** to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government *Code* section 36506, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. TERM

Subject to the potential early termination and severance provisions of Sections 4 and 5, below, the term of this agreement shall be for 5 years; from June, 15 2021 through November 21, 2026. It may be extended thereafter by mutual agreement.

SECTION 3. ETHICS: STANDARDS/EXPECTATIONS

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto as **Exhibit A** and incorporated herein. The City Council shall support **Employee** in conducting himself according to the tenets of the ICMA Code of Ethics (Exhibit A). Specifically, neither the City Council nor any of its members will give **Employee** any order, direction or request that would require **Employee** to violate the Code of Ethics.

SECTION 4. TERMINATION/SEVERANCE

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the **Employer** to terminate the services of **Employee** at any time subject to the provisions set forth hereafter in this Section 4 and Section 5.

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of **Employee** to resign at any time from this position with **Employer**, subject only to provisions set forth hereafter in this Section 4 and Section 5.
- C. This Agreement and the employment of **Employee** by **Employer** shall be, at all times, **at will** and either party may terminate said employment with or without cause for any reason by giving to the other written notice of termination or resignation forty-five (45) days prior to the termination date.
- D. In the event the **Employer** gives said forty-five (45) day written notice of termination, the City has the option to require the **Employee** to remain at his position for a period of forty-five (45) days from date of said Notice of Termination or may require the **Employee** to refrain from performing said duties. In either event, the **Employee** shall be paid his regular monthly salary and benefits for a period of six (6) months from the date of notice of termination.
- E. Notwithstanding the above, there shall be a probationary period of employment lasting 90 days from **Employee's** first day of employment. During this probationary period, either party may immediately terminate the employment relationship, with or without notice, and with or without cause. In such event, there shall be no notice period required and said termination may be effective immediately upon receipt. Since **Employee** has served as City Manager in excess of six (6) months prior to execution of this Agreement, this provision shall be deemed satisfied as of the Effective Date.

SECTION 5. SUSPENSION OR REMOVAL

- A. Employment is "At-Will".
- B. The **Employee** may be suspended, removed, or dismissed from the service of the City of Rio Dell with a majority vote (3) of the Council, pursuant to Section 2.15.080(1) of the Rio Dell Municipal Code.
- C. Pursuant to Section 2.15.080(3) of the Rio Dell Municipal Code, the **Employee** shall not be terminated within ninety (90) days before or after any municipal election for the selection, recall or appointment of one or more of the members of the City Council.
- B. In the event the City terminates the Manager for any reason or no reason, the City and the Manager agree that no member of the City Council, the City Management staff, nor the Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any city employee concerning the Manager's termination except in the form of a joint press release or statement, the content of which is mutually agreeable to the City and the Manager. The joint press release or statement shall not contain any text or information that is disparaging to either party. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry. If no agreement can be reached as to the content of the statement, no statement shall issue.

SECTION 6. DISABILITY

If **Employee** is permanently disabled or is otherwise unable to perform his duties because

of sickness, accident, injury, mental incompetence, or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) day working period, **Employer** shall have the option to terminate this Agreement subject to the pay requirements of Section 3 above, including compensation for accrued vacation, holidays, and other accrued benefits.

SECTION 7. SALARY

- A. Upon execution of the amendment, that the City Manager's salary be placed at Step E of Salary Table adopted in Rio Dell City Resolution 1464-2020 at One Hundred and Twenty-Three Thousand, Two Hundred and Thirty-Three Dollars per year of employment (\$123,233.00).
- B. **Employer** may adjust said base salary and/or other benefits, including a performance bonus of **Employee** in such amounts and to such extent as the Council may determine desirable on the basis of a salary and performance review at such times as the Council may deem appropriate.
- C. With satisfactory completion and performance by June 30, 2023, the annual salary shall be increased commensurate with the longevity-based salary steps set forth in the salary pay scale adopted by the Rio Dell City Council on September 28, 2020, as Resolution No. 1464-2020.

SECTION 8. PERFORMANCE EVALUATION

- A. The City Council shall review and evaluate the performance of the **Employee** as City Manager on an annual basis during the Term of this Agreement, using such procedure as the Council may deem appropriate. **Employee** shall initiate the annual review process by conducting a self-evaluation using the form approved by the City Council for said purpose. Notwithstanding the foregoing, the Council may evaluate the performance of the City Manager at other times as it may deem appropriate.
- B. From time to time as may be deemed appropriate, the Council and **Employee** shall define such goals and performance objectives which the Council determines are necessary for the proper operation of the City. In the attainment of the Council's policy objectives, the relative priority among those various goals and objectives shall be reduced to writing and considered as part of the annual performance evaluation review.

SECTION 9. HOURS OF WORK

It is recognized that **Employee** may very likely devote a great deal of time outside normal office hours to the business of **Employer** and may be expected to work in excess of forty (40) hours per week. **Employee** shall at all times during this period be considered working in a bona fide executive, administrative, or professional capacity under federal or State of California law, and as such shall devote his time to the business of **Employer** in excess of forty (40) hours per week without receiving or claiming overtime pay or compensatory time off from work. The provision for Executive Leave under Section 11 is intended to compensate the City Manager in part for such extra hours.

SECTION 10. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES

Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer until termination of this employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees 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 Council.

SECTION 11. AUTOMOBILE

Employee's duties require that he shall have the use at all times during his employment an automobile to perform Employer's business. Employee shall use his own automobile for such purpose and Employer shall reimburse Employee the sum of Five Hundred Dollars (\$500.00) per month for all gas, maintenance, insurance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile, which shall be considered primary coverage in the event of a claim.

SECTION 12. 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.

Employee will receive eighty (80) hours of executive leave each fiscal year in two (2) installments; 40 hours on July 1 and 40 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Council, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous twelve (12) months.

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
One to three (1-3)	80 hours	120 hours

Four to ten (4-10)	120 hours	180 hours
Eleven to fifteen (11-15)	160 hours	240 hours
Sixteen to twenty (16-20)	200 hours	300 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

SECTION 13. ACCRUED VACATION LEAVE AND BUY-DOWN.

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited in Section 12 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accord with the schedule recited in Section 12, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employee may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with the City Council as appropriate or have taken their annual vacation and the balance of their vacation account will be at least 40 hours after the buy down.

SECTION 14. WORK RELATED EXPENSES REIMBURSEMENT

Employer agrees to reimburse the **Employee** such verifiable work related out-of-pocket expenses incurred by the Employee. Employee shall submit an itemization schedule of his out-of-pocket expenses in writing in the form of a purchase order for payment. **Employer** also agrees to pay employee a monthly cell phone allowance to ensure employee is contactable at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

SECTION 15. INSURANCE

Medical, Dental and Vision Insurance shall be provided for the City Manager as City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the 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.

SECTION 16. DEFERRED COMPENSATION

The **Employer** participates in an IRS Section (457) [CMA, Deferred Compensation Program to which it contributes an amount equal to Fourteen percent (14%) of the **Employee's** base salary during such time as the **Employee** is employed by the **Employer**.

SECTION 17. 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**, effective during the term of employment.

SECTION 18. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective June 15, 2021, and shall remain in effect for the term of **Employee's** employment, subject to mutually agreed upon amendments.

SECTION 19. INDEMNIFICATION

Employer shall defend, save harmless and indemnify **Employee** 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 **Employee's** duties as City Manager.

SECTION 20. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the **Employee** under any law or ordinance.

SECTION 21. DUES AND SUBSCRIPTIONS

Employer agrees to budget and pay for the professional dues and subscriptions of **Employee** in the International City Management Association (ICMA) and California City Management Foundation (CCMF) which supports personal growth, advancement, and active communication for the benefit of the City.

SECTION 22. TRAVEL EXPENSES

Employer hereby agrees to pay for the travel and subsistence expenses of **Employee** for official and professional travel while on City Business, provided that funds are available in the City Manager's travel budget. Such expenses may include attendance at the League of California Cities Annual Conference, City Managers Department Meeting and the ICMA Annual Conference.

SECTION 23. ATTORNEY'S FEES

Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled to such other relief as may be granted, in addition to a reasonable sum for attorney's fees, as determined by the court.

SECTION 24. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Employer shall provide **Employee** with the use of a City cellular telephone or a cell phone allowance as provided in City Resolutions 1030-2009 and 1069-2010. Furthermore,

Employer shall provide **Employee** with the use of a laptop (Notebook) computer if desired, compatible with the City Manager's desktop computer, all to be used for City related business.

SECTION 25. 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

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

Employee

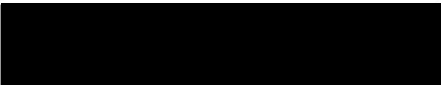
**Kyle C. Knopp
675 Wildwood Ave
Rio Dell, CA 95562**

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 or the date of personal service or as or the date of deposit of such written in the course of transmission in the United States Postal Service.

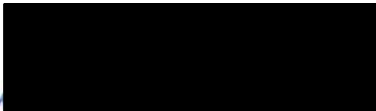
SECTION 26. GENERAL PROVISIONS

- A. The text herein shall constitute the Entire Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit or the heirs at law and executors or **Employee**.
- C. 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.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- E. Any modification to this Agreement shall be effective only if in writing and signed by both parties hereto.
- F. The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of that right or power at any time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its Mayor, and the **Employee** has signed and executed this Agreement both in duplicate, as of the day and year first above written.



Kyle Knopp, Employee



Debra Garnes, Mayor of the City of Rio Dell



*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
cityofriodell.ca.gov*

June 15, 2021

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Approval of City Manager Employment Agreement with Kyle Knopp and
Authorization for the Mayor to Sign

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the employment agreement and authorize the Mayor to sign.

BACKGROUND AND DISCUSSION

The City Attorney has drafted updated changes to the terms and conditions of the employment agreement for the City Manager. The agreement is termed to November 21, 2026.

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