

**CITY OF RIO DELL  
CHIEF OF POLICE  
CONTRACT 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 **Graham G. Hill**, hereinafter referred to as "Employee" or "Chief of Police", both of whom understand as follows:

**RECITALS**

**A. WHEREAS**, Employer desires to employ the services of said Graham G. Hill 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 **GRAHAM G. HILL** as **CHIEF OF POLICE** 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 Manager shall from time to time assign.

**SECTION 2. TERM; EMPLOYMENT TERMINATION NOTICE; SEVERANCE**

**A. Term.** The term of this Agreement shall be from July 1, 2016 through June 30, 2017, unless terminated earlier as provided in this Section 2 or Section 3 of this Agreement, below.

**B. Voluntary Resignation by Employee.** Employee may resign at any time during the term of this Agreement by providing Employer with thirty (30) days written notice prior to resignation. Should Employee resign, he shall be entitled to salary and benefits accrued up to the last day Employee is on the job or up to the expiration of the thirty (30) day notice period, whichever date shall first occur.

**C. Employer Issued Employment Termination Notice.** At any time during the term of this Agreement, Employer shall have the right, in Employer's discretion, to terminate

Employee's employment with the City, with or without cause, upon providing ninety (90) days written notice to Employee of termination ("Notice of Termination"). Should the City elect to give Notice of Termination, the City has the option to require the Employee to remain at his position for a period of ninety (90) days from date of said Notice of Termination or may require Employee to refrain from performing said duties in which event the Employee shall be paid his regular monthly salary for a period of ninety (90) days from the date of Notice of Termination, unless the termination is for cause as stated below.

D. Severance Pay. If Employee is asked to resign by the City or is provided Notice of Termination, Employee shall receive a cash severance payment, or payments (without interest) at intervals specified by Employee totaling 3 months (90 days) salary and benefits.

E. Non-Payment of Severance Under Certain Conditions. If the termination of Employee's employment is the result of conviction of a felony, he shall not be paid any severance pay.

**SECTION 3. FOR CAUSE TERMINATION; SUSPENSION, DEMOTION 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 §§3300-3311) 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 Council, 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 Council. Employer shall also pay to Employee 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:

Contract Employees					
JOB TITLE	Salary Range				
	A	B	C	D	E
Chief of Police	79,540	81,926	84,384		

- Step A - Payable during first year of employment.
- Step B - Payable during second year of employment subject to performance.
- Step C - Payable during third year of employment subject to performance.
- Step D - Payable during fourth year of employment subject to performance.
- Step E - Payable during fifth year or more of employment subject to performance.

The City shall pay City Clerk (a City employee) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.

**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 using such procedures as he deems appropriate. From time to time the City Manager and Employee shall define such goals and performance objectives determined necessary for the proper operation of the Department and City. In the attainment of policy objectives, the relative priority among those various goals and objectives shall be reduced to writing and considered as part of the annual performance review.

**SECTION 7. HOURS OF WORK** It is recognized that Employee must devote a great deal of time outside normal office hours to the business of Employer and shall be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager in consideration of the annual salary above defined. Employee acknowledges that the position of Chief of Police is an administrative level, supervisory 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 Employees time off. Employees 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 may take the vehicle home at night to expedite response time to a call when necessary. Employee will not use the City vehicle for personal use without prior permission from the City Manager. Driving a City vehicle is a requirement of performing the job. 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.

Employee will receive eighty (80) hours of executive leave each fiscal year in (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 Manager, 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 (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 granted to the Rio Dell Peace Officer's Association.

**SECTION 11. ACCRUED VACATION LEAVE**

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 Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accordance with the schedule recited in Section 10, 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.

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

**SECTION 12. WORK RELATED EXPENSES REIMBURSEMENT** Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee provided they are preapproved by the City Manager in writing. Employee shall submit an itemization schedule of his out-of-pocket expenses in writing in the form of a purchase order for payment.

**SECTION 13. MEDICAL AND DENTAL 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 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. Should the City choose alternative medical coverage during the effective period of this Agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees 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 health insurance must be provided to employer.

**SECTION 14. DEFERRED COMPENSATION** The Employer does not yet participate in 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 Three percent (23%) 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. Amounts contributed to the Deferred Compensation Plan in excess of IRS contribution limits will revert to taxable wages (May 7, 2013 Contract Amendment No. 2).

**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.

**SECTION 16. AGREEMENT EFFECTIVE** This Employment Agreement shall become effective July 1, 2012, and shall remain in effect through June 30, 2014, subject to potential early termination under Sections 2 and 3 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

**SECTION 17. 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 CHIEF OF POLICE. Employer will defend and, if appropriate, attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any criminal acts, intentional torts or willful misconduct of Employee.

**SECTION 18. BONDING** Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**SECTION 19. DUES AND SUBSCRIPTIONS** Employer agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his contribution and participation in the:

- 1). California Police Officer's Association;
- 2). California Police Chief's Association; and
- 3). Law Enforcement Chief's Association of Humboldt

Employee shall distribute to and share with the City Manager written material and information distributed by the above associations.

**SECTION 20. LICENSING AND TRAINING** Employer agrees to budget and pay for the professional licensing and continued education of Employee for training provided by the California Peace Officers Association, The California Police Chief's Association, and the

California Commission on Peace Officer Standards and Training. Employee is encouraged to enroll in and complete the POST Management Course and the POST Executive Course as time permits.

**SECTION 21. TRAVEL EXPENSES** Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

**SECTION 22. 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 in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

**SECTION 23. 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**  
Graham G. Hill  
275 Ogle 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.

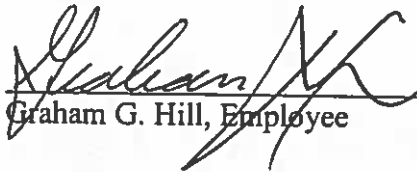
**SECTION 24. GENERAL PROVISIONS**

- 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 15 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.

F. Representation by Counsel: Employee and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

**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, in duplicate, the day and year first above written.

**EMPLOYEE**

 12/01/2017  
Graham G. Hill, Employee Date

**EMPLOYER**

\_\_\_\_\_  
Kyle Knopp, City Manager Date

Approved as to form:

\_\_\_\_\_  
Russ Gans, City Attorney Date