

City of Woodland Employment Agreement

This Employment Agreement ("Agreement"), made by and between the City of Woodland, a California municipal corporation ("City") and [REDACTED] ("Employee"), an individual, both of whom agree as follows:

Section 1. Appointment; Duties and Authority

A. City agrees to appoint Employee as Police Chief, to perform the functions and duties specified in the Police Chief job description, subject to the direction and oversight of the City Manager, and to perform other legally permissible and proper duties and functions. Employee's appointment is "at will," meaning that the employee serves in the capacity of Police Chief at the pleasure of the City Manager.

B. Employee agrees to maintain any licenses or certifications required by Employee's job description.

Section 2. Hours of Work.

The Employee, as Police Chief, is an exempt position, and Employee is expected to engage in those hours of work necessary to fulfill the obligations of the position. Employee must be available to other staff and members of the public during City's regular hours of business, and generally Employee is expected to be working during such regular hours of business. Employee's position also requires frequent time worked outside of customary business hours (e.g. to attend City Council meetings or other functions on City's behalf). As such, Employee's daily and weekly work schedule will vary in accordance with the work to be performed, and in accordance with specific direction provided by the City Manager.

Section 3. Performance Evaluation

The City Manager shall conduct an annual evaluation of Employee's performance on a date agreed to by the City Manager and Employee, but not later than August 1. The evaluation process shall include a written evaluation, as well as a meeting to discuss the evaluation and to provide direction and feedback. Progress on achieving established goals will inform any additional discretionary compensation adjustments during the term of this Agreement.

Section 4. Compensation

A. Effective September 15, 2024 the City agrees to pay Employee a monthly gross base salary of Twenty-One Thousand Seven Hundred Dollars (\$21,700.00), upon execution of this agreement.

B. Employee shall receive a three and a half percent (3.5%) salary increase effective September 1, 2025 and a three and a half percent (3.5%) salary increase effective September 1, 2026, subject to the City Manager's discretion, and an overall positive evaluation of Employee's performance, as described in this Agreement.

C. Certificate Pay / Educational Attainment – Employee shall be eligible to receive an additional five percent (5%) of base pay for holding either a Master's Degree (in a related field), or completion of POST Command College. The cumulative additional pay provided under this section shall be capped at five percent (5%).

D. Uniform Allowance. Employee shall receive a monthly uniform allowance of \$75 per month (annual total of \$900). City shall provide the initial set of uniforms and safety equipment consistent with that of a newly hired police officer. The Employee is responsible for on-going uniform maintenance and the purchasing of all uniforms and/or equipment which are not considered personal protective equipment (PPE) to include safety footwear.

E. Salary changes approved for and applied to any other employees of the City shall not be applied to Employee unless the City Council expressly provides that they shall apply.

F. Employee shall be paid at the same intervals and in the same manner as other management employees, and all wage payments are subject to applicable payroll taxes and withholdings.

G. Employee shall be eligible for "Acting Pay" in the case of Employee's assignment by the City Manager or City Council as Acting City Manager for periods in excess of three (3) consecutive City business days. The "Acting Pay" premium shall be ten percent (10%) of Employee's gross base salary and shall apply to the duration of the assignment so long as it continues uninterrupted, up to a maximum of six (6) months or as otherwise limited by law.

H. Employee shall be eligible to receive additional compensation above their regular salary at a rate of Two Hundred Dollars (\$200) per month, pursuant to the City Manager's discretion for employees with documented bilingual proficiency. The additional compensation referenced in this section may be amended from time to time, to remain consistent with the Citywide Bilingual policy.

I. Employer will match Employee's deferred compensation contribution up to five percent (5%) of Employee's base salary, subject to the limitations and restrictions imposed by law and by the City's 457 Plan. Only plans approved by the City in its deferred compensation program will be eligible for the City contribution. Employee is responsible to ensure that Employee's contribution and the City's matching contribution meet Internal Revenue Code Section 457 deferred compensation program requirements. In addition, as salary is adjusted, Employee will be responsible to make periodic changes to the amounts of compensation deferred.

Section 5. Health, Disability and Life Insurance Benefits

A. City agrees to provide Employee with access to the same City-sponsored health and welfare benefit programs (medical, dental, vision, long term disability, and life insurance), as are provided under the Police Mid-Management Association MOU ("PMMA"), except as otherwise specified in this Agreement.

B. City shall contribute up to the following monthly amounts towards employee medical insurance coverage and cafeteria plan benefit:

Effective Date	Employee Only	Employee plus One	Family
January 1, 2025	\$1,005.96	\$2,112.48	\$2,615.46
January 1, 2026	\$1,036.14	\$2,175.85	\$2,693.92

C. City will make the required premium payments for short-term and long-term disability insurance coverage for Employee during the term of this Agreement. City shall also pay the amount

due for term life insurance in an amount equal to \$50,000 based on the agreement the City has with MetLife. Employee shall have the right to choose the beneficiary on such policy and buy additional coverage at his own expense.

D. If Employee provides proof of coverage under an outside medical insurance program, Employee may decline to accept City-sponsored medical coverage, and will be eligible for taxable cash-in-lieu payment of \$405 per month.

Section 6. Holidays, Vacation, Sick, and Administrative Leave

A. Sick Leave. City shall provide Employee an initial sick leave bank in the amount of eighty (80) hours, upon the execution of this agreement. Employee shall accrue sick leave at the rate of one (1) day (i.e. 8 hours) for each month worked. Employee may use paid sick leave in accordance with the City's sick leave policy, for those purposes specified in City policy and the California Labor Code. Sick leave is not eligible for cash-out at any time, and any remaining accrued sick leave at such time of Employee's retirement from City service will be governed by the then-existing City contract with CalPERS.

B. Vacation. City shall provide Employee an initial vacation leave bank in the amount of eighty (80) hours, upon the execution of this agreement. Employee shall accrue vacation leave at the rate of twenty-one (21) days per year, earned on a pro rata basis per pay period. Effective January 1, 2026 Employee shall accrue vacation leave at the rate of 23 days per year, earned on a pro rata basis per pay period. Employee shall also have sixteen (16) vacation hours added to vacation leave total as of July 1 each year.

The vacation accrual cap is forty-four (44) days (i.e. 352 hours). Employee may, at his request, have up to eighty (80) hours of accrued vacation leave per calendar year paid directly at the regular hourly rate of pay at the time of the request in lieu of time off; provided Employee has previously taken at least one (1) week of vacation time off in the same fiscal year.

C. Holidays. Employee shall be entitled to those paid holidays recognized by the City in the Mid-Management MOU.

D. Administrative Leave. Employee shall receive an annual bank of ninety-six (96) hours administrative leave beginning on July 1 each year. The City and Employee agree that Employee may cash out up to eighty (80) hours of unused Administrative Leave anytime during each fiscal year, and that any remaining administrative leave in Employee's leave bank as of each June 30 will be forfeited.

Section 7. Expense Reimbursement, Professional Development, Monthly Expense and Uniform Allowance

A. City shall pay the cost of any fidelity or other bonds required by law or City policy. Further, City shall reimburse Employee at the standard IRS mileage rate for any business-related use of a personal vehicle for official business, excepting that Employee should always attempt to utilize a vehicle owned by City to avoid such expense whenever possible. Other business-related expenses Employee may incur are eligible for reimbursement under the terms of the City's expense reimbursement policies.

B. Employee shall be eligible to participate in the Professional Growth Incentive Program, which provides reimbursement up to six hundred and twenty-five dollars (\$625) per fiscal year for professional development, to include but not limited to, subscriptions, professional training, and

coaching. City shall cover the costs (budget permitting) associated with professional memberships, specifically the California Police Chiefs Association, the International Association of Chiefs of Police, and the FBI National Academy Associates.

C. Employee is expected to participate in conferences or meetings related to the California Police Chiefs Association, the International Association of Chiefs of Police, regional police executive groups, and the FBI National Academy. Employee will be allowed to attend any training, meeting, course, or seminar that is either required by POST to obtain or maintain certification, or necessary for professional development. City will cover (budget permitting) the Employee's travel, lodging, subsistence, and registration costs for all of the above. Participation in any of the above will be on city time.

Section 8. Cell Phone

Employee is eligible to receive the City Cell phone stipend, consistent with the current City Cell Phone Stipend policy.

Section 9. Retirement

A. Employer agrees to enroll Employee into the California Public Employees Retirement System ("CalPERS"). As a "Classic" member, employee is enrolled in the 3% at 55 Public Safety Plan, based on highest thirty-six (36) months for final compensation determination, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Credit option and Military Service Credit as Public Service. Employee agrees to contribute 16.887% of base pay towards the total cost of the employee's pension benefit.

B. Medical insurance in retirement for Employee and dependents will be equal to that which is provided to all other full-time safety mid-management employees of Employer, depending on hire date.

C. The City shall contribute \$100 per month to Employee's Retiree Health Savings Plan (RHSP) account, and Employee agrees to contribute \$50 per month to their RHSP.

D. Upon a disability or service retirement Employee shall be given the opportunity to purchase their issued service weapon without magazines. The purchase price of the service weapon shall be based on the number or years of service to the City and shall be equal to that which is provided to all other full-time safety mid-management employees of the Employer. Purchasing the service weapon at the time of retirement may be denied for a psychological or stress related disability retirement. The Employee shall pay all transfer fees changing ownership from the City to the employee.

Section 10. Use of City Vehicle

Employee will be eligible for assignment of a City-owned vehicle, subject to the guidelines provided for in the City's Vehicle Policy.

Section 11. Residency

Employee will maintain residence within 45 miles of the City of Woodland City Hall.

Section 12. Term

The term of this Agreement shall be for the period from the date of execution through September 30,

2027, unless terminated earlier by either party as provided herein.

Section 13. Termination

A. Termination by City. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's City employment. Employee understands and agrees that Employee works at the will and pleasure of the City Manager, and that Employee may be terminated, or asked to resign, at any time, with or without cause. Notice of termination shall be provided to Employee in writing. "Termination," as used in this Agreement, shall also include 1) a request that Employee resign; 2) a reduction in Employee's salary or other financial benefits in a significant amount which is inconsistent with a reduction in salary or financial benefits for miscellaneous employees in the executive management team; 3) the elimination of Employee's position.

B. Termination by Employee. The employee may voluntarily terminate his employment at any time by giving not less than fourteen (14) days' notice. Upon receipt by the City of notice to voluntarily terminate pursuant to this provision, the City shall have the option, at its sole discretion, to make Employee's termination effective any date prior to the end of such period, provided that the City pays Employee all compensation due and owing through the last date actually worked, plus an amount equal to the base pay that would have been earned by the Employees through the balance of the above notice period.

Section 14. Severance

A. Subject to subsection (B) below, if this Agreement (and thus Employee's employment) is terminated, then Employee may become eligible for severance benefits as set forth in this Section. Eligibility for such severance payment is expressly conditioned upon Employee's execution (and expiration of any applicable revocation period) of (i) a waiver and release of any and all of Employee's claims against City, City's current and former Council members, and City's then-current and former employees ("the Released Parties"), and (ii) a covenant not to sue all Released Parties. The amount of severance will be determined by the City Manager, but cannot exceed the lesser of (i) Employee's monthly base salary multiplied by six (6) or (ii) Employee's monthly base salary multiplied by the remaining number of months on the Agreement's term. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this section.

B. If the termination of Employee is the result of gross mismanagement, an act of moral turpitude, or acts that would constitute a felony under California or federal law, Employee shall not be eligible for any severance pay. In such an instance, Employee's sole remedy shall be a judicial action for declaratory relief to determine whether there was substantial evidence of gross mismanagement and/or an act or acts of moral turpitude. If the court determines there was not substantial evidence of the behavior negating Employee's eligibility for severance pay, Employee shall receive the severance pay provided in this subsection, but no other damages.

Section 15. Indemnification

City shall indemnify and defend Employee in accordance with the California Government Claims Act. City's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, except as otherwise specifically required by law. City will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee, as well as the amount of any settlement or judgment rendered thereon.

Section 16. Notices

Notice pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City of Woodland
300 First Street
Woodland, CA 95695
Attn: Ana Gonzalez, City Clerk

Employee:



(Employee agrees to provide notice of updated address information within three (3) business days of any relocation.)

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

Section 17. General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between City and Employee. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on City and Employee and shall not be assignable or transferable, in whole or in part, by either party. Any such purported transfer or assignment shall be null and void.

C. Effective Date. This Agreement shall become effective September 15, 2024, or on the latest date of signature below, whichever is later.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered.

F. Attorney's Fees. If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action. Nothing in this subsection shall be read to prevent the parties from agreeing to some alternative method of dispute resolution. If such a method is agreed to, any final determination shall include an award of attorney's fees and costs by

the presiding officer.

G. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in Yolo County, California.

H. Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

I. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

J. Counterparts. The Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

EMPLOYER:

CITY OF WOODLAND

By: 

Ken Hiatt, City Manager

Date 8/29/2024

EMPLOYEE:



Date 8/29/2024

APPROVED AS TO FORM



Ethan Walsh, City Attorney
Best, Best & Krieger LLP

Date 10/15/2024