

**EMPLOYMENT AGREEMENT FOR POLICE CHIEF
BETWEEN THE CITY OF NEVADA CITY AND TIM FOLEY**

THIS AGREEMENT is made and entered into on the date hereinafter set forth and effective December 15, 2013, by and between the City of Nevada City, a Municipal Corporation, ("City") and Tim Foley, an individual, ("Police Chief").

WITNESSETH

WHEREAS, City currently has an agreement with Scott Berry to act as Interim Police Chief part-time pending hiring of a full-time police chief, and

WHEREAS, City after interviewing a number of candidates for that position, desires to employ the services of Tim Foley as a permanent, full-time Chief of Police of the City of Nevada City, a position that requires specialized skills and qualifications, and to provide him with inducements to remain in such employment; and

WHEREAS, it is the desire of the City to provide certain mutually acceptable benefits, conditions of employment, and working conditions of said employment:

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. DUTIES.

City hereby agrees to employ Tim Foley as the Chief of Police for the City of Nevada City to perform all duties and functions specified in the City's class specification for Police Chief and such other proper duties as assigned by the City Manager. Upon his employment becoming full-time as hereinafter provided, he shall be vested with full power and authority to manage and conduct all business of the Police Department in accordance with all applicable requirements of federal, state, and local law. This includes duties performed at the City governmental offices or other location on City business.

2. TERM.

Employment of Police Chief shall be "at will", commencing with part-time employment on December 16, 2013, and becoming full-time beginning February 3, 2014 and continuing until terminated as hereinafter provided in Paragraph 6.

3. SALARY.

City agrees to pay Police Chief for services rendered One Hundred Dollars (\$125.00) per each or partial month, with no other benefits, during his part-time employment for a total

of Two Hundred Fifty Dollars (\$250.00) until he begins employment full-time. Beginning February 3, 2014, City agrees to pay Police Chief for services rendered on a full-time basis at a Police Chief step D of a five step salary range of Eighty-Five Thousand and Fifty Dollars (\$85,050.00) per year, payable in bi-weekly installments at the same time as other employees of City are paid. Effective on the anniversary of his commencement of rendering service as Police Chief on a full-time basis, Police Chief shall be eligible for merit increases of five percent (5%) annually. City will deduct and pay from the employee's bi-weekly salary all Federal, State, and Social Security taxes required by law.

4. OTHER BENEFITS.

Upon commencing full-time employment or as otherwise designated below, Police Chief shall also be entitled to the following other benefits:

- A. Retirement: City participates in Social Security and will also enroll Police Chief to become a member of the City's defined benefit plan with CalPERs, utilizing a retirement formula of two and seven tenths percent (2.7%) at 57, with a nine and a half percent (9.5%) employee contribution.
- B. Worker's Compensation: City will provide Police Chief with Worker's Compensation coverage.
- C. Medical Stipend: In lieu of receiving family medical coverage, dental, vision, and life insurance, City will pay Police Chief a medical stipend of Two Hundred Dollars (\$200.00) per pay period, payable in advance, amounting to Five Thousand Two Hundred Dollars (\$5,200.00) per year.
- D. Vacation/Time off: Police Chief shall receive flexible paid time-off, which includes:
 - A beginning balance of vacation time off on January 1, 2014 of 60 hours
 - Three (3) weeks of vacation annually, that accrues at 4.615 hours per biweekly pay period beginning on January 1, 2014,
 - Eighty (80) hours of administrative leave annually, that is added at the beginning of each fiscal year and must be used by the end of the fiscal year or is forfeited on July 1st of the following fiscal year,
 - A beginning balance of sick leave of 60 hours on January 1, 2014,
 - Twelve (12) sick days annually that accrue at one day per month beginning on February 1, 2014, and
 - Thirteen (13) City-designated holidays annually.
- E. VEHICLE. City shall provide Chief with a full use City vehicle for the term of this Agreement for city business. City shall be responsible for providing fuel, liability, property damage, and comprehensive insurance, and for the maintenance, repair and regular replacement of the vehicle.

F. PROFESSIONAL DUES, SUBSCRIPTIONS, MEMBERSHIPS, MEETINGS AND UNIFORM ALLOWANCE.

1. It is understood and agreed that City benefits for Police Chief's participation in various professional organizations and activities relating to peace officer and police chief affairs. Therefore, City will budget a reasonable amount not to exceed One Thousand Dollars (\$1,000.00) to pay for dues, subscriptions, travel, subsistence, registration and incidental expenses of Police Chief for professional and official memberships, subscriptions, travel, meetings and occasions adequate to continue professional growth and development and to adequately pursue necessary official and other functions for Police Chief.
2. City will pay Police Chief an annual allowance of Nine Hundred Dollars (\$900.00) to be paid out biweekly during regular pay periods.

5. PERFORMANCE EVALUATION.

Performance evaluations are an important way for the City to ensure effective communications with the Police Chief regarding expectations and performance. An annual performance review and evaluation shall be conducted in accordance with criteria developed by the City Manager reflecting goals and performance objectives determined necessary for accomplishment of the City's objectives. These criteria may be added to or deleted as the City Manager from time to time may determine in consultation with Police Chief.

6. TERMINATION.

It is understood that final appointment to the Police Chief position is contingent upon successful completion of a background investigation, medical and psychological evaluation and this Agreement shall be of no force or effect if these are not successfully completed. Once effective, employment of Police Chief is at will and subject to termination at the discretion of City Manager or resignation by Police Chief, provided that any termination or resignation shall be upon advance written notice of Sixty (60) days, or such longer period as City may request.

7. OTHER TERMS AND CONDITIONS.

- A. City may from time-to-time fix other terms and conditions relating to the performance of Police Chief hereunder, provided that such terms and conditions are mutually agreed upon by both parties, and are not inconsistent or in conflict with the provisions of this Agreement.

- B. Police Chief shall perform his duties in accordance with all the laws, ordinances, rules and regulations applicable to his position. This Agreement shall be interpreted in accordance with the laws of the State of California.
- C. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. It has been negotiated between the parties and no presumption shall arise from the identity of the drafter.
- D. Police Chief shall be subject to the Conflict of Interest provisions of the California Government Code and any Conflict of Interest Codes applicable to his employment

IN WITNESS WHEREOF, the parties have executed this contract this 15TH day of December, 2013 at Nevada City, California.

CITY OF NEVADA CITY



David Brennan, City Manager

CHIEF OF POLICE



Tim Foley