675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532

TO: Honorable Rio Dell City Council

FROM: Jim Stretch, City Manager

DATE: July 10, 2012

SUBJECT: Approval of Employment Agreements, Rio Dell Employees' Association and Rio Dell Peace Officers Association MOU's

ATTACHMENTS: Employment Agreements and Associations Memorandum of Understandings

Council Action:

By motion, approve the Employee Agreements and Memorandum of Understandings (MOU's) for two years with the Peace Officers Association and Employees' Association, effective July 1, 2012 through June 30, 2014.

Background:

All the Employee Agreements (6) and Association MOU's (2) expired on June 30, 2012. Employee Agreements include the positions of Chief of Police, Finance Director, City Clerk, Community Development Director, Water and Roads Superintendent and Wastewater Superintendent. The proposed Employment Agreements and MOU's were negotiated with staff and Association representatives and cover a two year period from July 1, 2012 to June 30, 2014. They have been reviewed by the City Attorney and approved as to legal form.

The existing Agreements were negotiated by now retired City Manager Ron Henrickson after completion of a salary survey by CPS in 2010, which found that most staff salaries were far below the median for equivalent positions in the market area. At that time the Council established the goal of compensation at the median salary range. However, due to financial constraints for the most part salaries were set at 85% of the median.

The purpose of establishing a goal of median wage is threefold: 1) To establish salary schedules that enable the City to retain good staff, 2) To establish salary schedules that enable the City to hire experienced and competent staff if vacancies do occur, and 3) To avoid the significant cost to recruit and train new staff that occurs with constant turnover. It should be noted the City has been successful in attracting and retaining management staff over the prior two year period.

The Council also set a goal of developing future budgets based on sustainability. To accomplish this objective a net of 4.5 full time equivalents (FTE) positions were eliminated from the City's work force (24%) and are reflected in 2012-13 budget.

One of the major factors impacting the City's ability to sustain staffing levels is whether the City receives revenue in the form of a grant for Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding or (COPS/SLESF). This funding was included in the Governor's final 2012-2013 budget and received bi-partisan support.

The proposed Agreements and MOU's are structured to begin to close the gap between 85% of median wage and the target of 100% of median wage in addition to providing a minimum cost of living increase. In general, wage increases the first year of the Agreements are set at 2% with an additional 1% <u>only if</u> the City receives at least $60,000 in COPS/SLESF funding for the fiscal year. This amount more than offsets the additional 1`% increase.

In the second year of the Agreements and MOU's incorporates an identical salary schedule increase of two percent plus one percent, again contingent upon COPS/SLESF funding. In addition, staff is only eligible for an increase if they receive a satisfactory performance review and the increase is approved by the City Manager. Thus the proposed salary increase over two years could range from 4% to 6%, partially closing the 15% gap in target salary levels.

Financial Impact:

The 2012-13 budget incorporated the above noted salary increases and related benefit costs and are will be well within projected revenue. The City did not need to use reserve funds as it has done in past years. The 2012-13 budget projects that revenues will exceed expenditures by $158,275. It is proposed that these monies be used to fund the Capital Improvement Program (CIP) which will hopefully be presented to the Council on 17, 2012 July.

City Manger Recommendation:

The City Manger recommends the Council approve the (6) employee Agreements and (2) employee organization MOU's, effective July 1, 2012, for the 2 year period through June 30, 2014.

RESOLUTION NO. 1166-2012

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL RATIFYING
THE RIO DELL EMPLOYEES' ASSOCIATION,
AND RIO DELL PEACE OFFICERS ASSOCIATION
MEMORANDUMS OF UNDERSTANDING AND ALL
CONTRACT EMPLOYMENT AGREEMENTS

WHEREAS, after meeting and conferring with the duly recognized employee associations and contract employees, comprehensive Memorandums of Understanding and Employment Agreements have been agreed to between the City of Rio Dell and the respective employees/employee groups; and

WHEREAS, it is appropriate for the City Council of the City of Rio Dell to ratify said Agreements, as agreed to, by Resolution of the City Council of the City of Rio Dell; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIO DELL AS FOLLOWS:

The City of Rio Dell Employment Agreements and Memorandums of Understanding dated July 1, 2012 are hereby ratified by the City Council of the City of Rio Dell.

All previous Memorandums of Understanding and Employment Contracts of the City of Rio Dell are hereby superseded in their entirety.

PASSED, APPROVED AND ADOPTED this 10th day of July, 2012 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Julie Woodall, Mayor

ATTEST:

_____
Karen Dunham, City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF RIO DELL AND RIO DELL EMPLOYEES' ASSOCIATION

July 1, 2012 to June 30, 2014

ARTICLE 1: PREAMBLE

The City of Rio Dell hereinafter the "City," and representatives of the Rio Dell Employees' Association, hereinafter the "Association," having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Rio Dell and the general membership of the Association that the followin Memorandum of Understanding (MOU) be adopted and that the terms and conditions set forth herein be implemented.

ARTICLE 2: RECOGNITION

The City Council of the City of Rio Dell hereby recognizes the Rio Dell Employees' Association as the employee organization representing the bargaining unit consisting of other than management, other than contract employees and other than Police Department employees of the City of Rio Dell.

ARTICLE 3: TERM

This MOU shall be effective July 1, 2012 and will continue in effect through June 30, 2014. In the event this MOU is not replaced by a successor MOU on or before June 30, 2014, this MOU shall be extended so long as good faith negotiations continue.

ARTICLE 4: NON-DISCRIMINATION

It is agreed that neither the City nor the Association shall discriminate against any employee because of race, national origin, age, sex, and disability or union membership.

ARTICLE 5: ASSOCIATION SECURITY

When a person is hired in any of the classifications represented by the Association, the City shall notify tha person that the Rio Dell Employees Association is the recognized bargaining group for the employee by providing the employee with a copy of the current MOU. Upon receipt of an agreement and authorization for dues deduction signed by an individual employee, the City will withhold legitimate Association dues consistent with the terms of said authorization through payroll deduction and will remit funds so collected the employee Association on a quarterly basis.

The City shall provide and the Association shall have access to available bulletin board space in employee work areas for the purposes of posting notices of official Association business and information of interest t employees.

Duly appointed and identified representatives of the Association are authorized access to City work locations for the purpose of conducting Association business within the scope of representation. Conduct business shall occur during employee lunch and other non-duty time, unless otherwise authorized by the

City Manager. The Association will notify the City Manager in advance when any City facility is requeste to be used for employee meetings.

Employees of the City of Rio Dell other than management or contract employees and Police Department employees are required to either join the Rio Dell Employees' Association or pay the Rio Dell Employees' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell represented by the Rio Dell Employees' Association who i a member of a bona fide religious body or sect, which has historically held conscientious objection to joining or financially supporting public employment organizations, shall not be required to join or financially support the Rio Dell Employees' Association as a condition of employment. Such employees shall be required to pay a sum equal to Association dues to a non-religious, non-labor, charitable fund exempt from taxation under Section 501(c)(3) of the IRS Code as designated by the objecting employee.

ARTICLE 6: TIME OFF FOR ASSOCIATION BUSINESS

The Association shall notify the City Manager of the names of representatives selected to represent the Association prior to any formal meet and confer session or grievance process. A maximum of three employees shall be allowed reasonable time off, subject to approval of the employee's Department Head, which shall not be unreasonably withheld, without loss of compensation or other benefits when formal meeting with City representatives on matters within the scope of representation.

ARTICLE 7: EMPLOYEE HEALTH & SAFETY

In order to provide a safe and healthy work place each party hereto shall comply with all applicable State and Federal laws establishing minimum standards for occupational health and safety.

ARTICLE 8: SALARY SCHEDULE

Effective July 1, 2012, to June 30, 2013 the salary schedule for employees represented by the Association shall be as follows:

Schedule A - 2%

Job Title	Salary Range				
	A	B	C	D	E
Accountant II	$ 47,758	$ 49,282	$ 50,806		
Administrative Assistant	$ 27,650	$ 28,592	$ 29,535	$ 30,477	$ 31,420
Administrative Technician	$ 33,564	$ 34,708	$ 35,852	$ 36,997	$ 38,141
Fiscal Assistant I	$ 27,252	$ 28,181	$ 29,110	$ 30,039	$ 30,968
Fiscal Assistant II	$ 30,552	$ 31,594	$ 32,635	$ 33,677	$ 34,718
Office Assistant	$ 22,625	$ 23,396	$ 24,167	$ 24,939	$ 25,710
Public Works Leadman	$ 31,587	$ 32,663	$ 33,740	$ 34,817	$ 35,894
Senior Fiscal Assistant	$ 35,030	$ 36,224	$ 37,418	$ 38,612	$ 39,807

Utility Worker I	$ 24,958	$ 25,809	$ 26,659	$ 27,510	$ 28,361
Utility Worker II	$ 27,467	$ 28,403	$ 29,339	$ 30,276	$ 31,212

If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary shall be increased as shown on the following schedule B and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.

Schedule B - 4%

Job Title	**Salary Range**				
	A	B	C	D	E
Accountant II	$ 48,694	$ 50,248	$ 51,802		
Administrative Assistant	$ 28,192	$ 29,153	$ 30,114	$ 31,075	$ 32,036
Administrative Technician	$ 34,222	$ 35,389	$ 36,555	$ 37,722	$ 38,889
Fiscal Assistant I	$ 27,786	$ 28,734	$ 29,681	$ 30,628	$ 31,575
Fiscal Assistant II	$ 31,151	$ 32,213	$ 33,275	$ 34,337	$ 35,399
Office Assistant	$ 23,068	$ 23,855	$ 24,641	$ 25,428	$ 26,214
Public Works Leadman	$ 32,206	$ 33,304	$ 34,402	$ 35,500	$ 36,598
Senior Fiscal Assistant	$ 35,717	$ 36,934	$ 38,152	$ 39,369	$ 40,587
Utility Worker I	$ 25,447	$ 26,315	$ 27,182	$ 28,050	$ 28,917
Utility Worker II	$ 28,005	$ 28,960	$ 29,915	$ 30,869	$ 31,824

During the second year of this MOU Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased, at Employer's discretion without obligation, upon a satisfactory performance review and approval by the City Manager by Two (2) percent above that payable on June 30, 2013. If Schedule A was applicable, then reference Schedule C which represents a 2% increase. If Schedule B was applicable, then reference Schedule D which represents a 2 % increase.

Schedule C - 2% over 2% for the preceding year

Job Title	**Salary Range**				
	A	B	C	D	E
Accountant II	$ 48,713	$ 50,268	$ 51,822		
Administrative Assistant	$ 28,203	$ 29,164	$ 30,126	$ 31,087	$ 32,048
Administrative Technician	$ 34,235	$ 35,402	$ 36,569	$ 37,737	$ 38,904
Fiscal Assistant I	$ 27,797	$ 28,745	$ 29,692	$ 30,640	$ 31,588
Fiscal Assistant II	$ 31,163	$ 32,225	$ 33,288	$ 34,350	$ 35,413
Office Assistant	$ 23,077	$ 23,864	$ 24,651	$ 25,437	$ 26,224
Public Works Leadman	$ 32,218	$ 33,317	$ 34,415	$ 35,513	$ 36,612

Senior Fiscal Assistant	$ 35,730	$ 36,948	$ 38,167	$ 39,385	$ 40,603
Utility Worker I	$ 25,457	$ 26,325	$ 27,193	$ 28,060	$ 28,928
Utility Worker II	$ 28,016	$ 28,971	$ 29,926	$ 30,881	$ 31,836

Schedule D - 2% over a 4% increase for the preceding year

Job Title	**Salary Range**				
	A	B	C	D	E
Accountant II	$ 49,668	$ 51,253	$ 52,838		
Administrative Assistant	$ 28,756	$ 29,736	$ 30,716	$ 31,697	$ 32,677
Administrative Technician	$ 34,907	$ 36,097	$ 37,287	$ 38,476	$ 39,666
Fiscal Assistant I	$ 28,342	$ 29,308	$ 30,275	$ 31,241	$ 32,207
Fiscal Assistant II	$ 31,774	$ 32,857	$ 33,940	$ 35,024	$ 36,107
Office Assistant	$ 23,530	$ 24,332	$ 25,134	$ 25,936	$ 26,738
Public Works Leadman	$ 32,850	$ 33,970	$ 35,090	$ 36,210	$ 37,330
Senior Fiscal Assistant	$ 36,431	$ 37,673	$ 38,915	$ 40,157	$ 41,399
Utility Worker I	$ 25,956	$ 26,841	$ 27,726	$ 28,611	$ 29,496
Utility Worker II	$ 28,565	$ 29,539	$ 30,513	$ 31,487	$ 32,460

If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said second year of the MOU Employee's salary shall be increased upon a satisfactory performance review and approval of the City Manager by an additional Two (2) percent of salary payable on June 30, 2013 and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months. If Schedule C was applicable, then reference Schedule E which represents a 2% increase. If Schedule D was applicable, then reference Schedule F which represents a 2 % increase.

Schedule E 2% over a 4% increase

Job Title	**Salary Range**				
	A	B	C	D	E
Accountant II	$ 49,668	$ 51,253	$ 52,838		
Administrative Assistant	$ 28,756	$ 29,736	$ 30,716	$ 31,697	$ 32,677
Administrative Technician	$ 34,907	$ 36,097	$ 37,287	$ 38,476	$ 39,666
Fiscal Assistant I	$ 28,342	$ 29,308	$ 30,275	$ 31,241	$ 32,207
Fiscal Assistant II	$ 31,774	$ 32,857	$ 33,940	$ 35,024	$ 36,107

Office Assistant	$ 23,530	$ 24,332	$ 25,134	$ 25,936	$ 26,738
Public Works Leadman	$ 32,850	$ 33,970	$ 35,090	$ 36,210	$ 37,330
Senior Fiscal Assistant	$ 36,431	$ 37,673	$ 38,915	$ 40,157	$ 41,399
Utility Worker I	$ 25,956	$ 26,841	$ 27,726	$ 28,611	$ 29,496
Utility Worker II	$ 28,565	$ 29,539	$ 30,513	$ 31,487	$ 32,460

Schedule F 2% over a 6% increase

Job Title	**Salary Range**				
	A	B	C	D	E
Accountant II	$ 50,642	$ 52,258	$ 53,874		
Administrative Assistant	$ 29,319	$ 30,319	$ 31,319	$ 32,318	$ 33,318
Administrative Technician	$ 35,591	$ 36,804	$ 38,018	$ 39,231	$ 40,444
Fiscal Assistant I	$ 28,898	$ 29,883	$ 30,868	$ 31,853	$ 32,838
Fiscal Assistant II	$ 32,397	$ 33,502	$ 34,606	$ 35,710	$ 36,815
Office Assistant	$ 23,991	$ 24,809	$ 25,627	$ 26,445	$ 27,263
Public Works Leadman	$ 33,494	$ 34,636	$ 35,778	$ 36,920	$ 38,062
Senior Fiscal Assistant	$ 37,145	$ 38,412	$ 39,678	$ 40,944	$ 42,211
Utility Worker I	$ 26,465	$ 27,367	$ 28,269	$ 29,172	$ 30,074
Utility Worker II	$ 29,125	$ 30,118	$ 31,111	$ 32,104	$ 33,097

ARTICLE 9: TRAINING

The City Manager and Department Heads will work with Association representatives on training needs for represented employees. Travel time will be treated as regular hours worked.

ARTICLE 10: INSURANCE

MEDICAL, DENTAL AND VISION INSURANCE: Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of this unit and their dependents. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents until June 30th, 2014. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which currently in place. Employees may elect to substitute compensation for health, dental, and vision insuranc coverage. The level of compensation shall be $125.00 a pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

LIFE INSURANCE: A $25,000 life insurance policy shall be provided by the City for each regular employee of the unit during the term of employment with the City and the period of this Memorandum of Understanding, except the Accountant II who shall receive $50,000 coverage.

ARTICLE 11: 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 twelve percent (12%) 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.

ARTICLE 12: SICK LEAVE

Sick leave earnings at the rate of eight hours per month shall be granted. Rules pertaining to the use of sicl leave are detailed in the Rio Dell Personnel Rules.

Upon the employee's separation from City service, he or she shall be paid for any accrued sick leave beginning after five years of full time employment based upon the following schedule:

5 – 7 years	-	10%
8 – 12 years	-	15%
13 – 20 years	-	20%
21 + years	-	25%

The amount paid out under this Article shall not exceed 240 hours.

ARTICLE 13: JURY DUTY

An employee who is required to report for jury duty shall receive full pay for such absence from work. Mileage expenses will be paid to the employee by the court directly and are therefore ineligible for reimbursement by the City. Upon being excused from jury duty, if four or more hours are left in the employee's workday the employee shall report back to work. The employee shall provide the employer documentation from the court detailing the time served for each day the employee is required to report for jury duty.

ARTICLE 14: VACATION LEAVE

All full-time employees shall be entitled to annual vacation leave with full pay. The times during which ar employee may take vacation time shall be determined by the Department Head with due regard for the employee's request. No accrued vacation time may be used prior to completion of probation, unless authorized by the City Manager. Vacation leave shall be taken in minimum increments of four hours. All employees shall accrue vacation pursuant to the following schedule, based on continuous years of service:

Tenure Greater than Or equal to:	Less than:	Vacation hours per year	Vacation hours per pay period
Date of hire	6 full years	80	3.077

6 full years	11 full years	120	4.615
11 full years	16 full years	160	6.154
16 full years	17 full years	168	6.462
17 full years	18 full years	176	6.769
18 full years	19 full years	184	7.077
19 full years	20 full years	192	7.385
20+ full years		200	7.692

Employees who terminate employment shall be entitled to receive vacation leave pay in a lump sum for all accrued vacation leave earned prior to the effective date of termination not to exceed the one year accrual limit up to a maximum of 120 hours.

Holidays occurring during vacation leave shall not be counted as days of vacation. Vacation credit shall continue to accrue when an employee is on vacation or the first thirty days of sick leave. Employees shall not be recalled from vacation time unless the City has declared that a state of emergency exists.

SECTION 15. ACCRUED VACATION LEAVE

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

ARTICLE 16: HOLIDAYS

The following days shall be recognized and observed as paid holidays during the fiscal year:

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, third Monday in January
3. Presidents' Day, third Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4th
6. Labor Day, first Monday in September
7. Veterans' Day, November 11th
8. Thanksgiving Day, fourth Thursday in November
9. Friday following Thanksgiving Day
10. Christmas Day, December 25th
11. Day before or after Christmas Day
12. One Floating Holiday per Fiscal Year

The Association shall inform the City Manager at least thirty days prior to December 25 regarding the choice to take the day before or day after Christmas as a holiday. When a holiday falls on a Saturday, the proceeding Friday shall be a paid holiday. When a holiday falls on a Sunday, the Monday following shall be a paid holiday.

An Association employee required to work on a holiday provided for herein, shall receive holiday pay which shall be either:

1. Their regular pay plus compensatory time off at the rate of one hour of compensatory time for each hour worked.
2. Their regular rate of pay plus one hour of pay for each hour worked.

ARTICLE 17: OVERTIME

Overtime shall mean the time that an employee is required to work in excess of forty hours per week in accordance with the California labor code. The workweek shall begin at 12:01 am on Saturday each week. Employees required to work more than eight hours per day or forty hours in a workweek shall be eligible f overtime pay at one and one-half time their regular rate of pay or compensatory time off at the option of th employee. Compensatory time shall accrue at the rate of time and one-half to a maximum amount not to exceed sixteen (16) hours. In the event of an occurrence which required an extraordinary amount of overtime the City Manager can approve an increase in the maximum amount of compensatory time accrue and a reasonable extension of time in which to use it. An employee desiring to use earned compensation time off must first obtain department head approval, which will not be unreasonably withheld. Compensation time off-hours shall be paid to an employee upon separation from City service.

ARTICLE 18: PUBLIC WORKS SCHEDULING

Public Works employee work weeks shall be scheduled at least 14 days in advance with due consideration given to factors such as seniority and qualifications when scheduling Saturday, Sunday and holiday duty.

ARTICLE 19: STAND-BY AND CALL-OUT

An employee called-out for work during off duty hours shall be compensated with a minimum of two hour of overtime, regardless of actual hours worked. An employee required to be on call after hours shall be compensated $100.00 for every seven (7) days of on call duty regardless of actual hours worked. A secon on-call employee shall be compensated $50.00 for every seven (7) days of on-call duty, regardless of actua hours worked.

ARTICLE 20: ACTING PAY

An employee covered by this MOU shall only be required to perform the supervisory duties of his or her supervisor when the supervisor is absent from the position and upon specific written assignment by the Cit Manager. Employees so assigned shall be compensated at an additional rate of one-half the difference between his or her pay and that of the supervisor; provided, however, that the employee shall only receive such additional compensation when the assignment is for eleven consecutive work days or more. The City shall not rotate employee shifts for the purpose of avoiding payment of such compensation.

ARTICLE 21: UNIFORM AND SAFETY EQUIPMENT

Whenever a full-time Public Woks employee is required to have, or while on duty, wear protective clothing as defined by IRS Publication 529, he or she shall be reimbursed for the purchase of said protective gear in an amount not to exceed $325 per fiscal year upon presentation of applicable expense receipts. Protective clothing as defined by the IRS includes: safety boots, safety glasses, hard hats, work gloves, etc.

ARTICLE 22: LAYOFF AND RE-EMPLOYMENT

Whenever it becomes necessary for employees to be laid off because of lack of work or lack of funds, all probationary employees of the department shall be laid-off before any regular full-time employees. If additional reductions are necessary, regular full-time employees shall be laid off in reverse order of their seniority within a department in the same job classification. Employees laid off shall be given written notice of such layoff at least thirty days prior to the effective date of the layoff. The names of employees laid off shall be placed on a re-employment list for the position. Persons on such lists shall retain eligibilit for appointment there from in order of accumulated seniority for a period of two years from the date their names were placed on the list. Persons notified for rehire must respond in writing to such notice within seven calendar days of receiving such notification. Notice shall be deemed to have been received when se to the last known address on file with the City and attempted delivery or delivery is certified by the Postal Service.

SECTION 23: AUTOMOBILE

For those employees who are required to have a valid driver's license and operate City vehicles failure to maintain a valid driver's license or failure to maintain an insurable driving standard as defined by City's insurance coverage shall be cause for termination. Subject employees shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

If employee's duties require that they have the use of employee's automobile to perform Employer's business. Employee's use of their private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to all of the provisions of 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. Proof of said insurance in force during the period of employment must be provided to employer. Failure to maintain a valid driver's license shall be cause for termination.

ARTICLE 24: PERSONNEL RULES APPLICABLE

Rather than duplicate personnel rules applicable to all employees, this article incorporates by reference the Rio Dell Personnel Rules Resolution and Rio Dell Employer-Employee Organization Relations Resolutior regarding the following subjects: Disciplinary Actions, Grievance Procedure, Impasse Procedure,

Counseling and Unfavorable Reports, Employee Performance Evaluation, Personnel Files, Family Sick Leave and Bereavement Leave, Leave of Absence, Maternity Leave and Worker's Compensation Leave.

ARTICLE 25: MAINTENANCE OF BENEFITS

All written rights, privileges, benefits, terms and conditions of employment within the scope of representation as of the date of this MOU which are not specifically set forth in this MOU shall remain in full force, unchanged during the term of this MOU except by mutual consent or otherwise allowed or required by law.

ARTICLE 26: IMPLEMENTATION

This MOU constitutes a mutual recommendation by the parties, to the City Council, that one or more resolutions be adopted accepting this Memorandum and effecting the changes enumerated herein relative t wages, benefits, and terms and conditions of employment for the employees represented by the Associatio During the term of this MOU, the City and the Association shall not be obligated to, but may by mutual consent, meet and confer on any matter within the scope of representation pursuant to provisions of the Myers-Millias-Brown Act.

ARTICLE 27: PRECEDENCE

Any and all prior or existing MOUs are hereby superseded. In the event of an express written conflict between a specific written provision of this MOU and a written rule, regulation or resolution of the City of Rio Dell, the terms of this MOU shall prevail and said written rule, regulation or resolution shall be deeme physically amended to conform to the specific provisions of this MOU.

ARTICLE 28: CONSITUTIONALITY

If any article, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this MOU.

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all negotiations of whatever kind or nature are merged herein. The parties hereto have caused this Memorandum of Understanding to be executed.

RIO DELL EMPLOYEES' ASSOCIATION

_____

Carla Ralston, President Date

_____

Justin Barrrington, Vice President Date

CITY OF RIO DELL

_____

Jim Stretch, City Manager Date

Approved as to form:

_____

Russ Gans, City Attorney Date

CITY OF RIO DELL

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIO DELL AND THE RIO DELL PEACE OFFICERS ASSOCIATION

July 1, 2012 through June 30th, 2014

ARTICLE I - GENERAL

1. This **MEMORANDUM OF UNDERSTANDING** (MOU) is entered into by representatives of the **City of Rio Dell**, hereafter referred to as the **"City"**; and representatives of the **Rio Dell Peace Officers Association**, hereafter referred to as **"Association."**

2. **RECOGNITION**: Under the Provisions of Resolution No. 570, The City Council of the City of Rio Dell hereby recognizes the Association as the employee organization representing the bargaining unit consisting of the City classifications of Sergeant and Police Officer.

3. **PERSONNEL RULES AND REGULATIONS**: All terms and conditions of the City of Rio Dell Employee Handbook shall apply to this MOU. This MOU is intended to supplement the Employee Handbook for the Unit represented by this MOU. In the event there is a conflict between the Employee Handbook and this MOU, the terms of the MOU shall apply. The City of Rio Dell Employee Handbook is subject to amendment during the term of this MOU at the discretion of the City of Rio Dell City Council.

4. **NON-DISCRIMINATION**: The City and the Association shall comply with all applicable state and federal laws prohibiting discrimination as provided for in the City of Rio Dell Police Department's General Orders and Special Orders directly relating to matters within the scope of representation.

5. **MEET AND CONFER**: Meet and confer sessions shall be set, subject to mutual agreement, as to date, time and place, as authorized by the City of Rio Dell Employee Handbook. Representing of the City as part of the negotiating team, will be the City Manager. The Association will be represented by a negotiation team designated by the Association President.

6. **AGREEMENT COPIES**: Copies of this Agreement, the Employee Handbook of the City of Rio Dell and the Regulations of the City of Rio Dell Police Department shall be made available to all employees of this Unit.

7. **MAINTENANCE OF BENEFITS**: All written rights, privileges, benefits, terms and conditions of employment within the scope of the representation as of this date of this agreement, which are not specifically set forth in this agreement shall remain in full force unchanged during the term of this agreement except by mutual consent, or as otherwise allowed or required by law.

8. **MEMBERSHIP DUES:** Sworn and non-sworn members of the Association shall pay the same dollar amount each pay period as dues to cover administrative costs of the Association including but not limited to membership in PORAC, participation in the PORAC Legal Defense Fund, charitable contributions, and other expenditures as determined by a majority vote of the membership. The City agrees to facilitate the collection of membership dues through payroll deductions and to deposit those funds into the Association's bank account.

ARTICLE II - TERMS

The following terms when used in this Memorandum of Understanding shall have the following meaning:

1. **"ASSOCIATION"** shall mean the Rio Dell Peace Officers Association.
2. **"CITY"** shall mean the City of Rio Dell, California.
3. **"MOU"** or "Memorandum of Understanding" shall mean this document entered into by representatives of the City and the Association.
4. **"EMPLOYEE HANDBOOK"** shall mean the Employee Handbook of the City of Rio Dell, California, adopted by the City Council and may be amended.
5. **"FULL TIME EMPLOYEE"** or "FULL TIME POLICE OFFICER" shall mean a member of the unit covered by this Memorandum of Understanding who is employed by the City of Rio Dell for a scheduled period of 80 hours or more per Work Period in a position authorized by the Rio Dell City Council.
6. **"WORK PERIOD"** shall mean a period of 80 hours in two consecutive work weeks.
7. **"COMPENSATORY TIME OFF (CTO)"** shall mean a period of time that is worked to be taken off at another time in lieu of pay.
8. **"UNIT"** shall mean all employees, members and non-members, represented by the Association.
9. **"SWORN EMPLOYEE"** shall mean a member of the association with peace officer powers as defined by the California Penal Code.

ARTICLE III - WORKING CONDITIONS

EMPLOYEES HEALTH AND SAFETY: In order to provide a safe and healthy workplace, each party hereto shall comply with all applicable state and federal laws establishing minimum standards for occupational health and safety.

Work Schedules: The City and the Association agree that the Chief of Police may utilize any of the following work schedules during a two week pay period beginning on a Sunday:

- 10 working days at 8 hours per day.
- 8 working days at 10 hours per day.
- 8 working days at 9 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.
- 6 working days at 12 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.
-

It is further agreed between the City and the Association that the Chief of Police may modify the above work schedules to fulfill the needs of the department as they arise.

ARTICLE IV - PROBATION

Probation for original appointments of the Police Department shall not be less than 12 months. However, said probationary evaluation period may be extended where any cumulative absence during the probationary period from the performance of the employee's usual duties is in excess of 80 hours. In calculating said 80 hours, absences attributed to utilization of holiday time, bereavement leave and compensatory time off shall be excluded. If extended under the provisions of this article, the probationary period extension shall be a minimum of one month or an amount of time not less than the total number of hours absent during the probationary period which necessitated implementation of this article, whichever is greater.

ARTICLE V - COMPENSATION

1. WAGES AND SALARIES: Effective July 1, 2012, to June 30, 2013 the salary schedule A for employees represented by the Association shall be as follows:

Schedule A - 2%

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	$ 39,827	$ 41,184	$ 42,542	$ 43,900	$ 45,257
Police Corporal	$ 43,809	$ 45,303	$ 46,796	$ 48,290	$ 49,783
Records Technician	$ 31,101	$ 32,161	$ 33,221	$ 34,282	$ 35,342
Sergeant	$ 49,193	$ 50,870	$ 52,547	$ 54,224	$ 55,901

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 of employment subject to performance.

Advancements to Steps B, C, D, and E require a performance evaluation rating of satisfactory or better. This performance evaluation shall be conducted in the month prior to the scheduled step increase. If an employee is rated below this standard, the employee shall be re-evaluated at six month intervals for reconsideration of a step increase.

Employees who are promoted in rank shall be paid at the same step from which was promoted without loss of seniority, or to a higher step if such is warranted in the judgment of the Chief of Police.

If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary shall be increased as shown on the following schedule B and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.

Schedule B - 3%

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	$ 40,217	$ 41,588	$ 42,959	$ 44,330	$ 45,701
Police Corporal	$ 44,239	$ 45,747	$ 47,255	$ 48,763	$ 50,271
Records Technician	$ 31,406	$ 32,477	$ 33,547	$ 34,618	$ 35,688
Sergeant	$ 49,675	$ 51,369	$ 53,062	$ 54,756	$ 56,449

During the second year of this MOU Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased, at Employer's discretion without obligation, upon a satisfactory performance review and approval by the City Manager by Two (2) percent above that payable on June 30, 2013. If Schedule A

was applicable, then reference Schedule C which represents a 2% increase. If Schedule B was applicable, then reference Schedule D which represents a 2 % increase.

Schedule C - 2% over 2% for the preceding year

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	$ 40,623	$ 42,008	$ 43,393	$ 44,778	$ 46,163
Police Corporal	$ 44,685	$ 46,209	$ 47,732	$ 49,255	$ 50,779
Records Technician	$ 31,723	$ 32,804	$ 33,886	$ 34,967	$ 36,049
Sergeant	$ 50,177	$ 51,887	$ 53,598	$ 55,309	$ 57,019

Schedule – 2% over a 3% increase for the preceding year

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	$ 41,021	$ 42,420	$ 43,818	$ 45,217	$ 46,615
Police Corporal	$ 45,123	$ 46,662	$ 48,200	$ 49,738	$ 51,277
Records Technician	$ 32,034	$ 33,126	$ 34,218	$ 35,310	$ 36,402
Sergeant	$ 50,669	$ 52,396	$ 54,123	$ 55,851	$ 57,578

If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said second year of the MOU Employee's salary shall be increased upon a satisfactory performance review and approval of the City Manager by an additional Two (2) percent of salary payable on June 30, 2013 and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months. If Schedule C was applicable, then reference Schedule E which represents a 2% increase. If Schedule D was applicable, then reference Schedule F which represents a 2 % increase.

Schedule E - 3% over a 2% increase

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	$ 41,021	$ 42,420	$ 43,818	$ 45,217	$ 46,615
Police Corporal	$ 45,123	$ 46,662	$ 48,200	$ 49,738	$ 51,277
Records Technician	$ 32,034	$ 33,126	$ 34,218	$ 35,310	$ 36,402
Sergeant	$ 50,669	$ 52,396	$ 54,123	$ 55,851	$ 57,578

Schedule F – 3% over a 3% increase

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	$ 41,423	$ 42,836	$ 44,248	$ 45,660	$ 47,072
Police Corporal	$ 45,566	$ 47,119	$ 48,673	$ 50,226	$ 51,779
Records Technician	$ 32,348	$ 33,451	$ 34,554	$ 35,656	$ 36,759
Sergeant	$ 51,166	$ 52,910	$ 54,654	$ 56,398	$ 58,143

2. OVERTIME: Under this agreement, overtime is any hours worked in excess of the scheduled work period hours as defined under article II and article III above in accordance with California labor code. All overtime hours worked shall be either paid in either cash, at one and one half times the employee's regular rate of pay, or accumulated as compensatory time at overtime rates up to a maximum accrued amount of eighty (80) hours. Compensatory time does not count as time worked for determining overtime.

Vacation, holiday and sick leave are not considered hours worked for determining overtime. Management and the employees shall make every reasonable effort to schedule time off at a mutually agreeable time. The City's Financial Department shall list accumulated compensatory time on the employees bi-weekly pay stub.

3. STANDBY AND CALL OUT: An employee assigned to the Police Department on standby duty, or called out for duty during off duty hours, shall be compensated as follows:
a) **CALL OUT**: Sworn shall receive a minimum of two hours time paid if called back to duty.
b) **STANDBY**: If placed on standby duty, police officers shall receive one hour of straight time for every four hours on standby call. This applies only to sworn employees.
c) **COURT:** When required to appear in court on unscheduled work days or work shifts, he or she shall receive a minimum of two hours time paid. Officers will make a reasonable effort to contact the District Attorney's office to minimize court time hours.

4. TRAVEL PAY:
Actual travel time shall be counted as time worked.

ARTICLE VI - FRINGE BENEFITS

1. **GENERAL**: The benefits contained in this Article shall accrue and become available to the employee at the start of full-time employment with the City. These benefits apply to both sworn and non-sworn employees unless stated otherwise.

2. **MEDICAL, DENTAL AND VISION INSURANCE**: Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of this unit and their dependents. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place unless the change was accepted by the Association. Employees may elect to substitute compensation for health, dental,

and vision insurance coverage. The level of compensation shall be $125.00 a pay period total for health, vision and dental coverage. Proof of health insurance must be provided to employer.

3. **LIFE INSURANCE**: A $50,000 life insurance policy shall be provided by the City for each regular employee of the unit during the term of employment with the City and the period of this Memorandum of Understanding.

4. **DEFERRED COMPENSATION**: The deferred compensation plan is the retirement program for the City. The City shall contribute Twenty percent (20%) of the employee's salary for regular hours worked to a deferred compensation plan for officers and Sergeant.

5. **SICK LEAVE**: Sick leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Sick leave may accumulate with no maximum limit. When an employee leaves the City's employment, his or her sick leave shall revert back to the City without any compensation for unused sick leave.

6. **FAMILY SICK LEAVE AND FAMILY BEREAVEMENT LEAVE**: Family sick leave and family bereavement leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Up to three days of accumulated sick leave within a calendar year may be granted to any employee whose employment status normally entitles him or her to vacation and sick leave benefits as may be reasonable or required for care and attendance upon sick members of his or her family upon request to, and approval by the employee's department head. Up to five days of accumulated sick leave within a calendar year may be granted to employees whose employment normally entitles him or her to sick leave and vacation benefits for attending funerals that occur in the employee's immediate family upon request to and approval by the employee's department head. An additional five days may be allowed at the discretion of the Chief of Police. Immediate family is defined in the Employee Handbook.

7. **CATISTROPHIC LEAVE (SICK LEAVE TRANSFER):** An employee or their designee may request the establishment of a Catastrophic Leave Bank on behalf of the employee. The employee or their designee shall follow the following procedures:

A. The employee or their designee shall make a request of the Chief of Police for the creation of a sick leave transfer bank, which includes sufficient information to establish a need. The following guidelines shall govern:

An employee who has suffered a medical condition or injury not covered by Workers Compensation Insurance, which has caused an employee to take a medical leave, and who has exhausted their accumulated sick leave and vacation benefits shall qualify for the creation of a sick leave transfer bank (Catastrophic Leave). The need to used sick leave must be supported by a qualified medical opinion. A Catastrophic Leave Bank may also be established if an employee's immediate-family-member has suffered an injury or illness which is life-threatening, as is confirmed by competent medical authority, and there is a demonstrable need for the employee to attend the so affected immediate-family-member.

A Catastrophic Leave bank is subject to the following restrictions:

1. An employee may not receive Catastrophic Leave donations that exceed 160 hours in any 12-month period.

B. Any employee who is subjected to this MOU may voluntarily donate Sick Leave to another City employee subject to this MOU under the following condition:

1) The donating employee must retain 80 hours of Sick Leave in their Sick Leave bank at the time of any Sick Time transfer.

C. Once a Catastrophic Leave Bank is established the bank will be supervised by the City Finance Director or their designee. The bank will have a published starting date, and expiration date and history of use.

8. LEAVE OF ABSENCE: Leave of absence shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. In all cases covered by the Family Medical Leave Act, the City shall provide leave in accordance with the requirements of the act. The City Manager may grant a full time regular employee a leave of absence. No leave of absence shall be granted to a probationary employee or part time employees. Requests for leaves of absence shall be submitted in writing by the employee to the Chief of Police who shall consider such requests on individual merits and circumstances before making a recommendation to the City Manager.

9. VACATION TIME: Vacation time shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Employees covered by this Memorandum of Understanding who are not full time employees shall not be eligible for any paid vacation leave. Employees vacation accrues at the rates below:

Tenure Greater than or equal to:	Less than:	Vacation hours per year	Vacation hours per pay period
date of hire	6 full years	80	3.077
7 full years	11 full years	120	4.615
12 full years	16 full years	160	6.154
17 th year		168	6.462
18th year		176	6.769
19th year		184	7.077
20th year		192	7.385
21 years and beyond		200	7.692

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the vacation accrual maximum, the employee will not accumulate additional vacation time until such time as the employee's accrued leave is below the maximum amount.

The times at which an employee may take a vacation shall be determined by the employee with due regard for the needs of the department. The Chief of Police or his designee may decline to grant the employee the time off as requested. At no time shall the Chief of Police schedule vacation time off for any employee. Vacation sign-ups shall be handled in accordance with Police Department General Orders.

Vacation credits shall continue to accrue while an employee is on vacation, paid sick leave and/or paid workers' compensation lost time injury. Employees who terminate employment shall be entitled to receive vacation leave, holiday time that they have accrued from the City, and compensatory time which they have accrued from the City. After the employee has completed twelve months of employment, accrued vacation time shall be available to him or her within the following month. Vacation time shall be taken in a minimum of eight hours a day.

10. HOLIDAYS: The following holidays are recognized:

1. January 1st, known as New Year's Day.
2. Third Monday in January, known as Martin Luther King Jr. Day.
3. Presidents' Day in February.
4. Last Monday in May, known as Memorial Day.
5. July 4th, known as Independence Day.
6. First Monday in September, known as Labor Day.
7. November 11th, known as Veterans' Day.
8. Thanksgiving Day, as designated.
9. The day following Thanksgiving Day.
10. December 25th, known as Christmas Day.
11. The day before or after Christmas Day.
12 1 floating holiday per fiscal year.
13. 1 holiday on the employee's birthday.

Sworn and non-sworn employees who are on a continuous shift schedule are entitled to "holiday time" in lieu of paid holidays. Holiday time is earned as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The City and Association recognize that the intent of holiday time is for time off. The cash out provision should only be necessary when staff resources preclude the scheduling of time off.

Sworn employees working four ten hour days with three days off each week earn ten (10) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The sworn employee has the option of being paid the ten (10) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

Non-sworn employees working five eight hour days with two days off each week earn eight (8) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The non-sworn employee has the option of being paid the eight (8) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

11. DEPARTMENT UNIFORM ALLOWANCE: Whenever a full time police officer of the Police Department is required to wear, on duty, a full insignia uniform, he or she shall be paid for the maintenance, repair and replacement of such uniform at a rate of $187.50 per calendar quarter, beginning with a payment of $187.50 upon hire. The initial $187.50 uniform allowance payment will be deducted from the officer's final paycheck if the officer leaves City employment before his or her probationary period ends. Said uniform allowance is to be paid at the beginning of each quarter for the previous full quarter the full time police officer was required to wear the full insignia uniform. 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. This fringe benefit is authorized for sworn employees only.

12. WORKERS' COMPENSATION LEAVE: Workers' compensation leave shall be in accordance with State laws and the Employee Handbook except as modified by this Memorandum of Understanding.

13. COMPENSATORY TIME OFF (CTO) BUY-BACK: On one occasion during each fiscal year each Association member may, upon one payroll period of prior notice to the City's Financial Director, receive pay for a block of up to 80 hours of his or her CTO, providing that the employee has at least 40 hours of CTO accumulated at the time of the request. The employee understands that he/she cannot cash out additional CTO during that same fiscal year.

ARTICLE VII- GRIEVANCE PROCEDURE

The grievance procedure for the administration of this Memorandum of Understanding shall be in accordance with the Employee Handbook.

ARTICLE VIII- EVALUATIONS

Employees shall be periodically evaluated in accordance with the City of Rio Dell Police Department's General Orders.

ARTICLE IX- SEPARATIONS

1. RESIGNATIONS: Resignation from City service procedure shall be in accordance with the Employee Handbook.

2. LAYOFF AND REEMPLOYMENT: Layoff from, and reemployment by the City shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. For seniority purposes, management and supervisory personnel are considered to have first seniority status within the department and then those employees of this unit in accordance with the length of service; with the longest continuous service with the City being the most senior. Former employees who are placed on a list for reemployment with this department who were laid-off, shall retain eligibility for re-appointment, based upon accrued seniority for a period of one year from the date when their names were placed on the rehire list. Former employees who are notified for rehire must respond in writing to such notice, indicating their intention, within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or delivery is certified by the Postal Service.

3. DISMISSALS: Dismissal from City service procedure shall be in accordance with the Employee Handbook.

ARTICLE X- ASSOCIATION SECURITY

Employees of the City of Rio Dell Police Department other than management and supervisory employees are required to either join the association or pay the Rio Dell Police Officers' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell Police Department who is represented by the Rio Dell Police Officers' Association and who is a member of a bona fide religious body, sect, etc., which has historically held conscientious objection to joining or financially supporting a public employment organization shall not be required to join or

financially support the Rio Dell Police Officers' Association as a condition of employment; such employees shall be required to pay a sum equal to the Association's dues to a non-religious, non-labor charitable fund that is exempt from taxation under Section 501(c) of the IRS Code as a condition of the continued exemption of the requirement of financially supporting the Rio Dell Police Officers' Association. Failure to supply proof of payment to the designated charitable fund will result in the like payments being made to the Rio Dell Police Officers' Funds as a service fee.

ARTICLE XI- DURATION OF AGREEMENT

This Memorandum of Understanding shall be in effect for the period of July 1, 2012 through June 30th, 2014. In the event that this MOU is not replaced by a succeeding MOU on or before June 30th, 2014, this MOU shall be extended so long as good faith negotiations continue.

ARTICLE XII- SAVINGS CLAUSE

If any article or section of this Memorandum of Understanding, or any addendum thereto, shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be reinstated by said tribunal, or enactment of superseding authority by any government body other than the City, such article or provision shall be immediately suspended and be of no force and effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portion, if those remaining portions are not contingent upon the operation of the invalidated section. In the event an article or provision of this Memorandum of Understanding is suspended, pursuant to the above, either party to this Memorandum of Understanding has the right to initiate a meeting and confer on the effect of such suspension.

RIO DELL PEACE OFFICERS ASSOCIATION

_____

Joshua Wiener, President Date

_____

John Beauchaine, Vice President Date

CITY OF RIO DELL

_____

Jim Stretch, City Manager Date

Approved as to form:

_____

Russ Gans, City Attorney Date

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, 2012 through June 30, 2014, 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, of 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 Employer agrees to pay Employee for their services rendered an annual salary of Eight One Thousand One Hundred Thirty One Dollars ($81,131) beginning July 1, 2012 through June 30, 2013, payable in installments at the same time intervals as other employees of Employer are paid. If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary shall be increased to Eighty One Thousand Nine Hundred Twenty Six Dollars ($81,926) and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.

Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased upon approval of the City Manager following a performance review by two percent (2%) above that payable on June 30, 2013. If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary may be increased upon approval of the City Manager by an additional one percent (1%) of salary payable on June 30, 2013, and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months.

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, 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 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 Employee will receive eighty (80) hours of executive leave each fiscal year. 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 be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave eight (8) hours each calendar month actually worked by Employee, and vacation time as follows:

Years of Continuous Service	Hours per Year
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays granted to the Rio Dell Peace Officers 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 the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum (i.e., 120 hours), the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

SECTION 12. WORK RELATED EXPENSES REIMBURSMENT 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.

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 SUBSRIPTIONS 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	**EMPLOYEE**
City of Rio Dell	**Graham G. Hill**
Rio Dell City Hall	**275 Ogle Avenue**
675 Wildwood Ave	**Rio Dell, California 95562**
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

_____

Graham G. Hill, Employee Date

EMPLOYER

_____

Jim Stretch, City Manager Date

Approved as to form:

_____

Russ Gans, City Attorney Date

CITY OF RIO DELL
FINANCE DIRECTOR
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" and **Stephanie Beauchaine**, hereinafter referred to as "Employee" or "Finance Director", both of whom understand as follows:

RECTIALS

A. **WHEREAS**, Employer desires to employ the services of said **Stephanie Beauchaine** as **Finance Director** 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 Finance Director 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 **Stephanie Beauchaine** as **Finance Director** 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 Finance Director shall from time to time be assigned.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2014, 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. 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 Finance Director 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 Finance Director in the performance of

the powers and duties of his/her office. In all other circumstances, the Finance Director can be terminated from employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2014) the Finance Director shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, **as Employee's sole and exclusive remedy and right(s) to payment at employment termination**. "Severance" shall be paid according to the following schedule:

Years of Continuous Service	Severance Pay
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 Finance Director 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 Finance Director voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

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. Employer agrees to pay Employee for their services rendered an annual salary of Sixty Eight Thousand Eight Hundred Twenty Two Dollars ($68,822) beginning July 1, 2012 through June 30, 2013, payable in installments at the same time as other employees of Employer are paid. If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary shall be increased to Sixty Nine Thousand

Four Hundred Ninety Seven Dollars ($69,497) and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.

Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased upon approval of the City Manager following a performance review by Two (2) percent above that payable on June 30, 2013. If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary may be increased upon approval of the City Manager by an additional One (1) percent of salary payable on June 30, 2013, and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months.

SECTION 6. PERFORMANCE EVALUATION. The City Manager shall review and evaluate the performance of the Employee not later than six (6), 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 Finance Director is an administrative level, supervisorial position exempt from rights to overtime pay under California Wage and Hour law and regulations. Employer through the City Manager may accommodate a flexible schedule in the form of a modified work week and/or working from home so long as the City Manager determines that the needs of the City are adequately met.

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 she/he shall have the use at all times during his/her employment with Employer an automobile to perform Employer's business. Employee's use of his/her 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. Employee will receive eighty (80) hours of executive leave each fiscal year. 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 be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave at 8.00 hours each calendar month actually worked by Employee, and vacation time as follows:

Years of Continuous Service	Hours per Year
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to Twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' 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 the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum (i.e., 120 hours), the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

SECTION 12. WORK RELATED EXPENSES REIMBURSMENT. Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee as approved by the City Manger. 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. 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 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT. Medical, Dental and Vision Insurance shall be provided for the Wastewater Superintendent 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 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 twelve percent (12%) 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.

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.

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 arising out of an alleged act or omission occurring in the performance of Employee's duties as Wastewater Superintendent. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts 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 SUBSRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manger written material and information distributed by the said associations.

SECTION 20. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

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. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City 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
Stephanie Beauchaine
1228 Riverside Drive
Rio Dell, California 95561

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 17 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.

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		**EMPLOYER**	
Stephanie Beauchaine Finance Director	Date	Jim Stretch City Manager	Date

Approved as to form:

Russ Gans, City Attorney Date

CITY OF RIO DELL
WASTEWATER SUPERINTENDENT
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" and **John R. Chicora Jr.**, hereinafter referred to as "Employee" or "Wastewater Superintendent", both of whom understand as follows:

RECTIALS

A. **WHEREAS**, Employer desires to employ the services of said **John Chicora** as **Wastewater Superintendent** 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 Wastewater Superintendent 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 **John Chicora as Wastewater Superintendent** 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 Wastewater Superintendent shall from time to time assign.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2014, 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. 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 Wastewater Superintendent 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 Wastewater Superintendent

in the performance of the powers and duties of his office. In all other circumstances, the Wastewater Superintendant can be terminated from employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2014) the Wastewater Superintendent shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, **as Employee's sole and exclusive remedy and right(s) to payment at employment termination**. "Severance" shall be paid according to the following schedule:

Years of Continuous Service	Severance Pay
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 Wastewater Superintendent 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 Wastewater Superintendent voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

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. Employer agrees to pay Employee for their services rendered an annual salary of Fifty Two Thousand Two Hundred Sixty Dollars ($52,260) beginning July 1, 2012 through June 30, 2013, payable in installments at the same time intervals as other employees of Employer are paid. If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding

applicable for any full months during said year Employees salary shall be increased to Fifty Two Thousand Seven Hundred Seventy Two Dollars ($52,772) and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.

Employer also agrees that Employee's annual salary beginning July 1, 2013 through June 30, 2014, shall be increased by two percent (2%) above that payable on June 30, 2013. If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary shall be increased by an additional one percent (1%) of salary payable on June 30, 2013, and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months.

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 Wastewater Superintendent 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 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 she/he shall have the use at all times during her employment with Employer an automobile to perform Employer's business. Employee's use of his/her 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. Employee will receive eighty (80) hours of executive leave each fiscal year. 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 be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave at 8.00 hours each calendar month actually worked by Employee, and vacation time as follows:

Years of Continuous Service	Hours per Year
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to Twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' 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 the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum (i.e., 120 hours), the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

SECTION 12. WORK RELATED EXPENSES REIMBURSMENT._Employer agrees to pay a $500.00 annual clothing allowance payable $125.00 quarterly. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee can be contacted 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 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT. Medical, Dental and Vision Insurance shall be provided for the Wastewater Superintendent 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 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 twelve percent (12%) 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.

SECTION 15. LIFE INSURANCE. A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Fifty Thousand Dollars ($50,000.00) 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 arising out of an alleged act or omission occurring in the performance of Employee's duties as Wastewater Superintendent. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts 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 SUBSRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manger written material and information distributed by the said associations.

SECTION 20. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

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. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City 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
John Chicora
1025 Riverside Drive
Rio Dell, California 95561

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 17 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.

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		**EMPLOYER**	
_____		_____	
John R. Chicora Jr.,	Date	Jim Stretch	Date
Wastewater Superintendent		City Manager	

Approved as to form:

_____

Russ Gans, City Attorney Date

CITY OF RIO DELL
WATER AND ROADWAYS SUPERINTENDENT
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" and **Randy Jensen**, hereinafter referred to as "Employee" or "**Water and Roadways Superintendent**", both of whom understand as follows:

RECTIALS

A. **WHEREAS**, Employer desires to employ the services of said **Randy Jensen** as **Water and Roadways Superintendent** 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 **Water and Roadways Superintendent** 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 **Randy Jensen as Water and Roadways Superintendent** 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 Wastewater Superintendent shall from time to time be assigned.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2014, 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. 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 Water and Roadways Superintendent 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 Water and Roadways

Superintendent in the performance of the powers and duties of his office. In all other circumstances, the Water and Roadways Superintendant can be terminated from employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2014) the Water and Roadways Superintendent shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, **as Employee's sole and exclusive remedy and right(s) to payment at employment termination**. "Severance" shall be paid according to the following schedule:

Years of Continuous Service	**Severance Pay**
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 Water and Roadways Superintendent 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 Water and Roadways Superintendent voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

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. Employer agrees to pay Employee for their services rendered an annual salary of Fifty Eight Thousand Seven Hundred Ninety Two Dollars ($58,792) beginning July 1, 2012 through June 30, 2013, payable in installments at the same time as other employees of Employer are paid. If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for

any full months during said year Employees salary shall be increased to Fifty Nine Thousand Three Hundred Sixty Eight Dollars ($59,368) and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.

Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased upon approval of the City Manager following a performance review by Two (2) percent above that payable on June 30, 2013. If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary may be increased upon approval of the City Manager by an additional One (1) percent of salary payable on June 30, 2013, and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months.

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 Water and Roadways Superintendent 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 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 she/he shall have the use at all times during his/her employment with Employer an automobile to perform Employer's business. Employee's use of his/her 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. Employee will receive eighty (80) hours of executive leave each fiscal year. 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 be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave at 8.00 hours each calendar month actually worked by Employee, and vacation time as follows:

Years of Continuous Service	Hours per Year
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to Twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' 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 the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum (i.e., 120 hours), the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

SECTION 12. WORK RELATED EXPENSES REIMBURSMENT. Employer agrees to pay a $500.00 annual clothing allowance payable $125.00 quarterly. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee can be contacted 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 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT. Medical, Dental and Vision Insurance shall be provided for the Water and Roadways Superintendent 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 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 twelve percent (12%) 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.

SECTION 15. LIFE INSURANCE. A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Fifty Thousand Dollars ($50,000.00) 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, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Wastewater Superintendent. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts 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 SUBSRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manger written material and information distributed by the said associations.

SECTION 20. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

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. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City 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	**EMPLOYEE**
City of Rio Dell	**Randy Jensen**
Rio Dell City Hall	**3230 Tami Court**
675 Wildwood Ave	**Fortuna, California 95540**
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 17 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.

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		**EMPLOYER**	
_____		_____	
Randy Jensen	Date	Jim Stretch	Date
Water and Roadways Superintendent		City Manager	

Approved as to form:

_____

Russ Gans, City Attorney Date

CITY OF RIO DELL
COMMUNITY DEVELOPMENT DIRECTOR
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" and **Kevin Caldwell**, hereinafter referred to as "Employee" or "**Community Development Director**", both of whom understand as follows:

RECTIALS

A. **WHEREAS**, Employer desires to employ the services of said **Kevin Caldwell** as **Community Development Director** 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 **Community Development Director** 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 **Kevin Caldwell** as **Community Development Director** 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 Community Development Director shall from time to time be assigned. These duties may include tasks related to planning, housing, building, code compliance and economic development projects.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2014, 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. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

For purposes of calculating the anniversary date for annual salary increases the date shall be March 14, 2011, his date of hire as Housing Program Director.

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 Community Development Director 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 Community Development Director in the performance of the powers and duties of his office. In all other circumstances, the Community Development Director can be terminated from employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2014) the Community Development Director shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, **as Employee's sole and exclusive remedy and right(s) to payment at employment termination**. "Severance" shall be paid according to the following schedule:

Years of Continuous Service	Severance Pay
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 Community Development Director 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 Community Development Director voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

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. Employer agrees to pay Employee for their services rendered an annual salary of Seventy Two Thousand Six Hundred Eighty One Dollars ($72,681) beginning July 1, 2012 through March 13, 2013, payable in installments at the same time as other employees of Employer are paid. If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said period Employees salary shall be increased to Seventy Three Thousand Three Hundred Ninety Four Dollars ($73,394) and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months during the period.

Upon review and approval of the City Manager said annual salary may be increased March 14, 2013 to step C.

Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased upon approval of the City Manager following a performance review by Two (2) percent above that payable on June 30, 2013. If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary may be increased upon approval of the City Manager by an additional One (1) percent of salary payable on June 30, 2013, and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months.

SECTION 6. PERFORMANCE EVALUATION. The City Manager shall review and evaluate the performance of the Employee in February of 2013 and June of 2013 using such procedures as he/she determines appropriate. 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 other than eighty (80) hours of executive leave. Employer through the City Manager may accommodate a flexible schedule in the form of a modified work week and/or working from home so long as the City Manager determines that the needs of the City are adequately met.

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. Other non-employer connected business may include provision of planning consulting services provided such services are not performed in the City of Rio Dell or provided to individuals or organizations which have business interests in the City of Rio Dell.

SECTION 9. AUTOMOBILE. Employee's duties require that she/he shall have the use at all times during his/her employment with Employer an automobile to perform Employer's business. Employee's use of his/her 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. Employee will receive eighty (80) hours of executive leave each fiscal year. 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 be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave at 8.00 hours each calendar month actually worked by Employee, and vacation time as follows:

Years of Continuous Service	Hours per Year
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to Twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' 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 the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum (i.e., 120 hours), the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

SECTION 12. WORK RELATED EXPENSES REIMBURSMENT
Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee as approved by the City Manger. 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. 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 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT. Medical, Dental and Vision Insurance shall be provided for the Community Development Director 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 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 twelve percent (12%) 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.

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.

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, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Community Development Director. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts 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 SUBSRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manger written material and information distributed by the said associations.

SECTION 20. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

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. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City 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
Kevin Caldwell
P.O. box 614
Miranda, California 95553

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 17 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.

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		**EMPLOYER**	
Kevin Caldwell Community Development Director	Date	Jim Stretch City Manager	Date

Approved as to form:

Russ Gans, City Attorney Date

CITY OF RIO DELL
CITY CLERK
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" and **Karen Dunham**, hereinafter referred to as "Employee" or "**City Clerk**", both of whom understand as follows:

RECTIALS

A. **WHEREAS**, Employer desires to employ the services of said **Karen Dunham** as **City Clerk** 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 Clerk** 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 **Karen Dunham** as **City Clerk** 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 Clerk shall from time to time be assigned.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2014, 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. 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 City Clerk 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 City Clerk in the performance of the powers and duties of his/her office. In all other circumstances, the City Clerk can be terminated

from employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2014) the City Clerk shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, **as Employee's sole and exclusive remedy and right(s) to payment at employment termination**. "Severance" shall be paid according to the following schedule:

Years of Continuous Service	Severance Pay
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 City Clerk 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 City Clerk voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

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. Employer agrees to pay Employee for their services rendered an annual salary of Fifty Six Thousand Three Hundred Fifty Eight Dollars ($56,358) beginning July 1, 2012 through June 30, 2013, payable in installments at the same time as other employees of Employer are paid. Subject to the approval of the City Manager after a performance evaluation to be conducted in December of 2012 and provided the City receives at least $30,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for the period January 1, 2013 to June 30, 2013 the Employee's salary shall be increased up to Fifty Six Thousand Nine Hundred Eleven Dollars ($56,922).

Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased upon approval of the City Manager following a performance review by Two (2) percent above that payable on June 30, 2013. If the City receives at least $60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary may be increased upon approval of the City Manager by an additional One (1) percent of salary payable on June 30, 2013, and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months.

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 City Clerk 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 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 she/he shall have the use at all times during his/her employment with Employer an automobile to perform Employer's business. Employee's use of his/her 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. Employee will receive forty (40) hours of executive leave each fiscal year. 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 be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave at 8.00 hours each calendar month actually worked by Employee and vacation time as follows:

Years of Continuous Service	Hours per Year
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to Twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' 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 the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum (i.e., 120 hours), the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

. **SECTION 12. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT.** Medical, Dental and Vision Insurance shall be provided for the Wastewater Superintendent 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 13.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 twelve percent (12%) 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.

SECTION 14. LIFE INSURANCE. A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Fifty Thousand Dollars ($50,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

SECTION 15. 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 16. INDEMNIFICATION. Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as City Clerk. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

SECTION 17. BONDING. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 18. DUES AND SUBSRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manger written material and information distributed by the said associations.

SECTION 19. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 20. 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 21. 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 22. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

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	EMPLOYEE
City of Rio Dell	**Karen Dunham**
Rio Dell City Hall	**136 Ogle Avenue**
675 Wildwood Ave	**Rio Dell, California 95561**
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 17 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.

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		**EMPLOYER**	
_____		_____	
Karen Dunham	Date	Jim Stretch	Date
City Clerk		City Manager	

Approved as to form:

_____

Russ Gans, City Attorney Date

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532

TO: Honorable Rio Dell City Council

FROM: Jim Stretch, City Manager

DATE: July 10, 2012

SUBJECT: Approving Agreement with Jones Hall, Bond Counsel

Council Action:

By motion, move to approve the Agreement with Jones Hall as Bond Counsel for Governmental Bonds required to finance a successful November 6, 2012 special assessment ballot measure ballot for street improvements, and authorize the City Manger to execute the contract.

Background:

As the Council determined last February, 2012, it appears that it remains the least costly way to fund a major street improvement project is through the United States Department of Agriculture (USDA) with long term (15 year) financing. This approach requires the City to issue General Obligation bonds to be paid for by an assessment on all Rio Dell properties. Jones Hall is a legal corporation that specializes in such measures and they have agreed to work with the City as bond counsel again at practically no charge, unless the voters approve a ballot measure and bonds are sold to finance the project.

The City Council approved a similar agreement with this firm for the unsuccessful June 5, 2012 election and the agreement was previously reviewed and approved as to legal form by the City Attorney.

Note that any assessment project would have to be approved by the voters prior to being undertaken.

Financial impact:

Funding for virtually all of the costs of the agreement ($25,000 plus expenses) would be covered by the bond issue for the Street Improvement Project, should the project be undertaken. If it is not successful, there is no cost to the City.

City Manager Recommendation:

The City Manager recommends approval of the Jones Hall Agreement.

Attachment: Jones Hall, a legal corporation agreement

Jones Hall,
a professional law corporation
attorneys at law

AGREEMENT

BY AND BETWEEN THE CITY OF RIO DELL AND JONES HALL, A PROFESSIONAL LAW CORPORATION, FOR BOND COUNSEL SERVICES IN CONNECTION WITH GENERAL OBLIGATION BOND PROCEEDINGS

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between the CITY OF RIO DELL, (the "City", or the "Client") and JONES HALL, A PROFESSIONAL LAW CORPORATION, San Francisco, California ("Attorneys");

WITNESSETH:

WHEREAS, the City of Rio Dell (the "City") is authorized to issue general obligation bonds to finance municipal improvements pursuant to the provisions of Article 1, commencing with Section 43600, of Chapter 4 of Division 4 of Title 4 of the California Government Code (the "Act"); and

WHEREAS, the City intends to issue general obligation bonds under and pursuant to the Act to finance the costs of constructing street improvements consisting of either an asphalt overlay or slurry seal-coat to approximately 11.5 miles of existing streets in the City, in order to measurably improve the driving surface and extend the useful life of over 80% of all the existing roadways in the most economical and cost effect manner possible; and

WHEREAS, in connection with such proceedings the City requires the advice and assistance of bond counsel;

WHEREAS, the City has determined that Attorneys are qualified by training and experience to perform the services of bond counsel, and Attorneys are willing to provide such services; and

WHEREAS, the public interest, economy and general welfare will be served by this Agreement;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

Section 1. Attorney-Client Relationship. Upon execution of this Agreement, the Client will be Attorney's client and an attorney-client relationship will exist between Client and Attorneys. Attorneys assume that all other parties will retain such counsel, as they deem

necessary and appropriate to represent their interests in this transaction. Attorneys further assume that all other parties understand that in this transaction Attorneys represent only the Client, Attorneys are not counsel to any other party, and Attorneys are not acting as an intermediary among the parties. Attorneys' services as bond counsel are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Attorneys' representation of the Client will not affect, however, our responsibility to render an objective Bond Opinion.

Section 2. **Scope of Engagement**. Attorneys shall do, carry out and perform all of the following services as are necessary for the issuance of the Bonds:

(a) Pre-Election Services.

1. Coordination with the election officials in Humboldt County (the "County") to insure that the necessary legal requirements are satisfied.

2. Prepare the resolutions and ordinance of the City Council of the City required to call the election and to request consolidation with any other elections to be held on the same date.

3. Review of the tax rate statement required to be distributed to voters.

4. Consultation with the City and its staff, the County and its staff and the City's financial advisor concerning the election proceedings and campaign law requirements.

(b) Post-Election Services. Following the successful bond election, we will provide the following post-election services as required in connection with the issuance of General Obligation Bonds in series from time to time:

1. Consultation with the City and its staff and the City's financial advisor concerning the Bonds and the timing, terms and structure of the offering thereof.

2. Preparation of the proceedings for the authorization, issuance and sale of the Bonds, including the resolution of the City Council setting forth the terms and conditions of the Bonds and their form, date, denominations and maturity, and preparation of the proceedings for the sale of the Bonds.

3. Advising the Client, from the time Attorneys are hired as Bond Counsel until the Bonds are issued, as to compliance with federal tax law as required to ensure that interest on the Bonds is exempt from federal income taxation.

4. Upon completion of proceedings to Attorneys' satisfaction, providing a legal opinion (the "Bond Opinion") approving the validity and enforceability of the proceedings for the authorization, issuance and delivery of the Bonds, and stating that interest on the Bonds is (a) excluded

from gross income for purposes of federal income taxes, and (b) exempt from California personal income taxation. The Bond Opinion will be addressed to the Client, and may also be addressed to the underwriter of the Bonds and other participants in the financing.

5. Review those sections of the official statement or other form of offering or disclosure document (if any) to be disseminated in connection with the sale of the Bonds involving summary descriptions of the Bonds, the legal proceedings leading to the authorization and sale of the Bonds, the legal documents under which the Bonds will be issued, and federal tax law and securities law provisions applicable to the Bonds, as to completeness and accuracy.

6. Draft the continuing disclosure undertaking of the Client, if required.

7. Such other and further services as are normally performed by bond counsel in connection with similar financings.

Attorneys' Bond Opinion will be delivered by Attorneys on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date, will cover certain matters not directly addressed by such authorities, and will represent Attorneys' judgment as to the proper treatment of the Bonds for federal income tax purposes. Attorneys' opinion is not binding on the Internal Revenue Service ("IRS") or the courts. Attorneys cannot and will not give any opinion or assurance about the effect of future changes in the Internal Revenue Code of 1986 (the "Code"), the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. Client acknowledges that future legislation, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Bonds from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislation or clarification of the Code may also affect the market price for, or marketability of, the Bonds. Attorneys will express no opinion regarding any pending or proposed federal tax legislation.

In rendering the Bond Opinion, Attorneys will rely upon the certified proceedings and other certifications of public officials and other persons furnished to Attorneys without undertaking to verify the same by independent investigation, and Attorneys will assume continuing compliance by the Client with applicable laws relating to the Bonds.

Section 3. Excluded Services. Attorneys' duties in this engagement are limited to those expressly set forth above in Section 2, except as expressly set forth in a written amendment to this Agreement. Among other things, our duties do not include:

a. Except as described in paragraph 2(b)(5) above (under Post-Election Services), assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or

sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

b. Preparing requests for tax rulings from the Internal Revenue Service, or "no-action" letters from the Securities and Exchange Commission.

c. Preparing blue sky or investment surveys with respect to the Bonds.

d. Drafting state constitutional or legislative amendments.

e. Pursuing test cases or other litigation.

f. Making an investigation or expressing any view as to the creditworthiness of the Client or the Bonds.

g. Except as described in paragraph 2(b)(6) above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, unless specifically requested to do so by Client, and agreed to by Attorneys, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

h. After Closing, unless specifically requested to do so by Client, and agreed to by Attorneys, representing the Client in Internal Revenue Service examinations, audits or inquiries, or Securities and Exchange Commission investigations.

i. After Closing, unless specifically requested to do so by Client, and agreed to by Attorneys, providing continuing advice to the Client or any other party concerning any actions that need to be taken regarding the Bonds; e.g., actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).

j. Reviewing or opining on the business terms of, validity, or federal tax consequences of any investment agreement that the Client may choose as an investment vehicle for the proceeds of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.

k. Reviewing or opining on the business terms of, validity, or federal tax consequences of any derivate financial products, such as an interest rate swap agreement that the Client may choose to enter into in connection with the issuance of the Bonds, unless the Client and Attorneys agree on the terms of such review and compensation for such review.

l. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Section 4. Conflicts; Prospective Consent. Attorneys represent many political subdivisions, investment banking firms and financial advisory firms. It is possible that during the time that Attorneys are representing the Client, one or more of Attorneys' present or future clients will have transactions with the Client. It is also possible that Attorneys may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. Attorneys do not believe such representation, if it occurs, will adversely affect Attorneys' ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this Agreement will signify the Client's consent to Attorneys' representation of others consistent with the circumstances described in this paragraph.

Section 5. Compensation.

Compensation for Attorney's Fees and costs is fully contingent upon successful sale of each series of Bonds and is computed as follows:

For the services of Attorneys acting as bond counsel, the proposed fee is Twenty-Five Thousand dollars ($25,000).

In addition, the City shall pay to Attorneys all direct out-of pocket-expenses for travel, messenger and delivery service, closing costs and expenses and expenses for other services incurred in connection with the services rendered by Attorneys' duties hereunder. Out-of-pocket expenses shall not exceed $2,500. Payment of said fees and expenses to Attorneys shall be due upon the issuance of Bonds and the delivery of the proceeds thereof to the City, and said fees and expenses shall be payable solely from the proceeds of the Bonds and from no other funds of the City.

Section 6. Responsibilities of the Client.

(a) General.

The Client will cooperate with Attorneys and furnish Attorneys with certified copies of all proceedings taken by the Client, or otherwise deemed necessary by Attorneys to render an opinion upon the validity of the proceedings. During the course of this engagement, Attorneys will rely on Client to provide Attorneys with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. Attorneys are not responsible for costs and expenses incurred incidental to the actual issuance and delivery of the Bonds, including the cost of preparing certified copies of proceedings required by Attorneys in connection with the issuance of the Bonds, and printing and publication costs.

(b) Federal Tax Law-Related Responsibilities. The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. As a condition of Attorneys issuing their opinion, you will be required to make certain representations and covenants to comply with certain restrictions designed to insure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. Attorneys' opinion will assume the accuracy of these representations and compliance with these covenants. Attorneys will not undertake to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. In this regard, Client agrees to familiarize itself with the relevant requirements and restrictions necessary for the Bonds to qualify for exemption from federal income taxation and to exercise due diligence both before and after issuance of the Bonds in complying with these requirements.

Section 7. Insurance. Attorneys shall maintain insurance for the duration of this Agreement against claims for injuries to persons or damage to property that may arise from or in connection with the performance of work under this Agreement. The insurance shall be in the form and amount set forth in Exhibit A, attached.

Section 8. Indemnification. Attorneys agree to indemnify and hold harmless the City and its officers, agents and employees, from and against any and all liability, losses, damages, costs and expenses resulting from any professional malpractice of Attorneys, its officers, employees, agents or subcontractors determined by a court of law to have occurred in the performance of services under this Agreement.

Section 9. Independent Contractor. Attorneys will act as an independent contractor in performing the services required under this Agreement, and under no circumstances shall Attorneys be considered an agent, partner, or employee of the Client.

Section 10. Assignment. Attorneys may not assign their rights or delegate their obligations under this Agreement, in whole or in part, except with the prior written consent of the Client.

Section 11. Termination of Agreement. This Agreement may be terminated at any time by the Client with or without cause upon written notice to Attorneys. In the event of such termination, all finished and unfinished documents shall at the option of the Client become its property and shall be delivered to the Client by Attorneys.

* * * * * * * * * * * * * * * * * *

IN WITNESS WHEREOF, the City and Attorneys have executed this Agreement as of the date first above written.

CITY OF RIO DELL

By _____

JONES HALL, A PROFESSIONAL LAW CORPORATION

_____
William H. Madison

EXHIBIT A

Insurance

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability coverage (occurrence Form CG 0001).

2. Insurance Services office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California.

4. Errors and Omissions Liability insurance appropriate to the Attorneys' profession. Architects' and engineers' coverage shall include contractual liability.

Minimum Limits of Insurance

Attorneys shall maintain limits no less than:

1. General Liability:	**$1,000,000** per occurrence and $2,000,000 in (including operations, for bodily injury, personal and property damage. products and completed operations)
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Errors and Omissions Liability:	**$1,000,000** per claim and in the aggregate. limits

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Attorneys or automobiles owned, leased, hired or borrowed by the Attorneys.

2. For any claims related to this project, the Attorneys' insurance coverage shall beprimary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Attorneys's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Verification of Coverage

Attorneys shall furnish the City with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.