

**EMPLOYMENT AGREEMENT
for the position of
CHIEF OF POLICE for the CITY OF CHOWCHILLA**

This Employment Agreement (“Agreement”) is made and entered into this 13th day of December, 2022, by and between the City of Chowchilla, a municipal corporation (the “City”), and Jeffrey Palmer (“Palmer”), an individual, effective on January 6, 2023 at 5:00 p.m. on the following terms and conditions:

RECITALS

A. City desires to employ the services of Palmer as Chief of Police of the City of Chowchilla Police Department in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. Palmer desires employment as Chief of Police of the City of Chowchilla Police Department and accepts such employment as Chief of Police in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties

1.1 Position. Palmer accepts employment with the City as Chief of Police of the Chowchilla Police Department and shall perform all functions, duties and services set forth in Section 1.4 of this Agreement. It is the intent of the parties that the Chief of Police shall keep the Council fully apprised of all significant ongoing operations of the Chowchilla Police Department and other departments/divisions which may be assigned to Palmer. Toward that end, Palmer shall report directly to the Council and will periodically, or as may be specifically requested by the Council, provide status reports on his activities and those of the Chowchilla Police Department and other assigned divisions/departments of the City.

1.2 Period of Employment. The term of the Agreement shall be five (5) years, at which time the Agreement will automatically expire unless renewed by written mutual agreement of the City and Palmer, subject to the provisions contained in this Agreement concerning termination of Palmer’s services or voluntary separation from service. If the City determines not to renew this Agreement, the City shall provide Palmer written notice of such determination no later than thirty (30) days prior to the end of the term; provided, however, that failure to provide such notice shall not affect the rights, duties, and obligations of the parties herein, nor shall it create any rights to continued employment hereunder. If the Agreement is not renewed at the end of the five (5) year term by written mutual agreement, Palmer may continue to serve as the Chief of Police without a contract, subject to the City’s at-will employment policies and Government Code section 3304(c).

1.3 At-Will. Palmer acknowledges that he is an at-will employee of City who shall serve at the pleasure of the City Council at all times during the period of employment. The terms of the City's personnel rules, policies, procedures, ordinances, or resolutions (collectively "Personnel Policies") shall not apply to Palmer to the extent such Personnel Policies conflict with this Agreement. Nothing in this Agreement is intended to, or does, confer upon Palmer any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate Palmer's employment, except as is expressly provided in Section 6 of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of the City to terminate the services of Palmer as provided in Section 6. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Palmer to resign at any time from this position with City, subject only to the provisions set forth in Section 6 of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of City and Palmer, as set forth in Section 6, below.

1.4 Duties. Palmer shall serve as the Chief of Police of the Chowchilla Police Department and shall report directly to the City Council. Palmer, as the Chief of Police, shall be vested with the powers, duties and responsibilities set forth in both the Chowchilla Municipal Code and the job description for Chief of Police attached hereto as Attachment "A", as both may be amended from time to time, and the terms of which are incorporated herein by reference. Without additional compensation, Palmer shall provide such other services as are customary and appropriate to the position of Chief of Police, together with such additional services assigned from time to time and as may be consistent with California and federal law and the Chowchilla Municipal Code. Palmer shall devote his best efforts and full-time attention to the performance of these duties.

1.5 Hours of Work. Palmer shall devote the time necessary to adequately perform his duties as Chief of Police. The parties expect that a minimum of forty (40) hours per week during regular business hours, as well as additional time outside of the normal business hours, will be required to satisfy this requirement. Accordingly, Palmer shall be allowed reasonable flexibility in setting his own office hours, based upon a regular five-day workweek, provided the schedule of such hours provides adequate availability to the City Administrator and/or the City Administrator's designee, City staff, and members of the community during normal business hours and for the performance of his duties and of City business. The position of Chief of Police shall be deemed an exempt position under the Fair Labor Standards Act. Palmer's compensation (whether salary or benefits or other allowances) is not based on hours worked and Palmer shall not be entitled to any compensation for overtime.

1.6 Professional Organizations and Activities. During the period of employment, the City desires Palmer to be reasonably active in national, statewide, regional and professional organizations that will contribute to Palmer's professional development and standing and that will contribute to the advancement of the City's interests and standing. Toward that end, Palmer may, upon advance notice to and approval of the City Council, undertake such activities as are directly related to his professional development and that advance the interests and standing of the City, provided that such activities do not in any way interfere with or adversely affect his

employment as Chief of Police or the performance of his duties as provided herein. The City agrees to budget and pay for Palmer's membership to the California Police Officer's Association, the California Police Chief's Association, and any other desired membership related to the position of police chief if the cost of membership is no greater than One Thousand Dollars (\$1,000.00) annually. Palmer agrees that his cost of attendance at conferences will come out of his annual budget.

1.7 Other Activity. During the period of his employment, Palmer shall not, except with the express prior written consent of the City Council, accept any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6), whether or not for pecuniary advantage, that is or may be competitive with the City, that might cause a conflict of interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of Palmer's duties as Chief of Police.

1.8 Reimbursement. City shall reimburse Palmer for reasonable and necessary travel, subsistence and other business expenses incurred by Palmer in the performance of his duties. All reimbursements shall be subject to and in accordance with the City's applicable employee reimbursement policy.

2. Compensation.

2.1 Base Salary. Palmer shall be placed at Step B (\$130,702.79 annual salary) of the Chief of Police classification of City's current adopted salary schedule upon commencement of his employment, and is entitled to any cost-of-living adjustments as may be approved and reflected in any subsequent adopted salary schedules of the City. Palmer shall be eligible for consideration of advancement on the adopted salary schedule on the basis of an annual performance evaluation as conducted by the City Administrator. Nothing herein shall be deemed to impair the City's authority to revise the salary for the Chief of Police on the City's salary schedule.

2.2 Benefits and Incentives.

2.2.1 Health Insurance. City shall provide Palmer with the same health benefits provided to other management employees of the City. Currently, health insurance (medical, dental, vision) are provided at a cost to employee based on age of employee and any dependents who are enrolled.

2.2.2 Life Insurance. City shall provide Palmer with the same life insurance provided to other management employees of the City. Palmer shall have the sole discretion in designating any beneficiary(ies) under such life insurance policy.

2.2.3 Long-Term Disability Insurance. City shall provide Palmer with the same long-term disability insurance provided to other management employees of the City.

2.2.4 City-Owned Vehicle. During the period of employment, City will provide Palmer a City-owned vehicle for his exclusive use for his duties as Chief of Police. Palmer shall not be entitled to reimbursement for automobile use or mileage for business travel. City shall pay for the necessary cost of automobile registration, insurance, fuel, and maintenance. Palmer shall obey all traffic laws relating to the operation of the vehicle and shall use due care and caution in its operation. Palmer agrees that City may install a GPS (global position system) tracking device in such vehicle and may utilize GPS tracking software. Palmer may elect to decline the take-home City-owned vehicle and instead elect to receive any automobile allowance available to the Chief of Police by providing at least thirty (30) days written notice to the City Administrator.

2.2.5 Additional Incentives. Upon receipt of the Peace Officer Standards and Training (POST) Executive Certificate Palmer will receive a two-and one-half percent (2.5%) education incentive pay increase.

2.2.6 Longevity. Palmer will continue to receive longevity in accordance with city policy.

2.2.7 Uniform Allowance. Palmer shall receive the same uniform allowance provided to City's sworn personnel and in accordance with the Police Officer Association's MOU.

3. Vacation and Leave. Palmer shall be subject to applicable City ordinances, resolutions, rules and policies pertaining to accrual and use of leave by management employees as the same currently exist and may hereafter be modified.

3.1 Paid Vacation Leave. Palmer shall accrue vacation leave at the rate applicable for management employees of the City. The maximum amount of vacation leave Palmer may accrue and carry at any one time is 560 hours. Palmer shall have the same option to convert accrued vacation leave to cash as provided to other management employees of the City.

3.2 Holidays. Paid holidays shall be in accordance with the City's current practices and are subject to change. Paid holidays will be those deemed authorized by the City. The City currently provides 11 plus 2 floating paid holidays.

3.3 Administrative Leave. Palmer shall accrue administrative leave at the rate applicable for management employees of the City.

3.4 Sick Leave. Palmer shall accrue sick leave at the rate applicable for management employees of the City.

4. Evaluation.

4.1 Annual Performance Evaluation. Annually, the City Administrator and/or the City Administrator's designee will review and evaluate the performance of Palmer as Chief of Police. Failure of the City Administrator and/or the City Administrator's designee to provide a

performance evaluation shall have no effect on the rights, duties, and obligations of the parties herein, including the City's ability to terminate this Agreement pursuant to Section 6.

5. Retirement.

5.1 CalPERS. City is a CalPERS agency. By reason of his employment with City, the City will maintain its current retirement plan with the State of California's Public Employees Retirement System ("CalPERS") for Palmer.

6. Termination.

6.1 By City Not for Cause. City may terminate Palmer for any reason, and at any time, without cause upon written notice by the City Council and a subsequent supermajority vote of the City Council. If terminated pursuant to this Section 6.1, Palmer shall be entitled to three (3) months' base salary, less applicable deductions, plus applicable accrued paid vacation time as provided herein, and any other payments required to be made under City policies and applicable law. City may dismiss Palmer notwithstanding anything to the contrary contained in or arising from any Personnel Policies or past City practices relating to the employment, discipline, or termination of its employees. Termination without cause requires a super majority (4/5) vote of council.

6.1.1 Termination Following Election. Notwithstanding section 6.1, following an election City may not terminate Palmer without cause for a period of six (6) months from the date of City Council adoption of the certified election results.

6.2 By Employee. Palmer may terminate his employment for any reason, and at any time, with or without cause, by providing City thirty (30) days advance written notice. City shall have the option, in its complete discretion, to make Palmer's termination effective at any time prior to the end of such period, provided City pays Palmer all compensation due and owing to him/her through the last day actually worked, plus an amount equal to the base salary Palmer would have earned through the balance of the above notice period. No severance or any further salary shall be paid in the event Palmer resigns except as expressly provided in this Section 6.2.

6.3 By City for Cause. City may immediately terminate Palmer's employment and this Agreement at any time by providing Palmer written notice of his termination for cause. No severance or any further salary shall be paid in the event Palmer's employment is terminated for cause except accrued paid vacation time as provided herein, and any other payments required to be made under City policies and applicable law. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following: theft or attempted theft; resume fraud or other acts of dishonesty; willful or persistent breach of duties; fraud, embezzlement, or misuse of public resources; engaging in unlawful discrimination or harassment of employees or any third party while on City premises or time; conviction of a misdemeanor involving moral turpitude (offenses contrary to justice, honesty or morality); conviction of a misdemeanor DUI; conviction of a felony; engaging in conduct that brings embarrassment or disrespect to the City; and unauthorized absences. Palmer expressly waives any rights provided under the City's Personnel Policies, any rights provided for the Chief of Police or Administrative/Management

Personnel under the Chowchilla Municipal Code or under State or federal law to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination.

6.4 Termination Obligations. Palmer agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by his incident to his employment belongs to City and shall be returned promptly to City upon termination of Palmer's employment. Palmer obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

6.5 Benefits upon Termination. All benefits to which Palmer is entitled under this Agreement shall cease upon Palmer's termination, unless expressly continued either under this Agreement, under any specific written policy or benefit plan applicable to Palmer, or unless otherwise required by law.

6.6 Public Safety Officers Procedural Bill of Rights. Notwithstanding anything to the contrary in this section, Palmer shall be entitled to an administrative appeal of any decision to terminate his employment with the City, as set forth in Government Code section 3304(c). The administrative appeal shall be before the City Council.

7. Proprietary Information.

7.1 "Proprietary Information" is all information and any idea pertaining in any manner to the business of City (or any City affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of City in the course of his or his employment or otherwise produced or acquired by or on behalf of City. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of City's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by City, Palmer shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of City and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, Palmer shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of City. Palmer's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

8. Conflict of Interest.

8.1 Palmer represents and warrants to City that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

9. General Provisions.

9.1 Vehicle Operation. Palmer shall operate any vehicle used in connection with the performance of his duties as Chief of Police in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile driver's license during the period of employment.

9.2 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed as noted below. Palmer agrees to notify City in writing of any change in his address during his employment with City. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:

City of Chowchilla
Attn: City Administrator
130 S. Second Street
Chowchilla, CA 93610

Chief of Police's Notice Address:

Jeffrey Palmer
Chowchilla Police Department
122 Trinity Avenue
Chowchilla, CA 93610

9.3 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code section 810 et seq.), the City will indemnify, defend, and hold Palmer harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Palmer's tenure as Chief of Police, and Palmer shall reasonably cooperate in good faith in the defense. This provision is not intended to and shall not operate to expand the protections afforded to Palmer or the City's obligations as provided in Government Code section 810 et seq., except that this Section shall operate as Palmer's standing written request to the City for defense and indemnity as required by Government Code section 825 for any and all claims or actions against him arising out of an alleged act or omission occurring in the scope of his employment with City whether such claim is submitted or action commenced during or after his employment with the City.

9.4 Bonding. The City shall bear the full cost of any bond(s) or insurance required of Palmer to perform his duties pursuant to this Agreement under any law or ordinance.

9.5 Dispute Resolution. Any disputes over the interpretation or application of this Agreement shall be submitted to mediation at least thirty (30) days prior to either party filing a claim with the City or any administrative agency or initiating litigation over the dispute. The parties shall mutually agree upon a mediator and share equally in the costs of the mediator.

Either party may initiate mediation by providing written notice to the other party. Mediation shall thereafter be conducted at the soonest feasible time. The parties shall in good faith cooperate in selecting the mediator and scheduling the mediation.

9.6 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Palmer's employment by City. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Palmer, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements.

9.7 Amendments. This Agreement may not be amended except in a written document signed by the City Administrator and Palmer. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

9.8 Assignment. Palmer shall not assign any rights or obligations under this Agreement.

9.9 Severability. If any provision of this Agreement is held to be invalid, unenforceable, or void by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

9.10 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

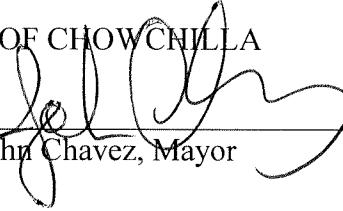
9.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Madera County, California.

9.12 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the City Administrator and Palmer, and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

9.13 Acknowledgment. Palmer acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

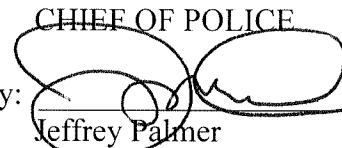
IN WITNESS WHEREOF, the parties have signed and executed this Agreement as of the date first indicated above.

CITY OF CHOWCHILLA

By: 

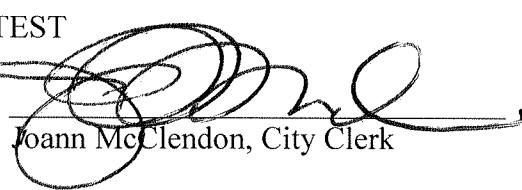
John Chavez, Mayor

CHIEF OF POLICE

By: 

Jeffrey Palmer

ATTEST

By: 

Joann McClendon, City Clerk

APPROVED AS TO FORM

Mary Lerner, City Attorney

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