

CITY OF SAN LEANDRO

AGREEMENT FOR EMPLOYMENT OF POLICE CHIEF

This Employment Agreement ("Agreement") is made and entered into the 3rd day of June, 2024, by and between the City of San Leandro under the authority of and through its City Manager (the "CITY"), a charter city of the State of California, and Angela Averiett ("CHIEF"). CITY and CHIEF are together the "Parties."

RECITALS

WHEREAS, the CITY desires to employ, as an "at-will" employee, the services of CHIEF as Police Chief for the CITY in accordance with applicable provisions of the San Leandro City Charter, Municipal Code and the terms of this Agreement; and

WHEREAS, CHIEF desires to be employed as the at-will Police Chief for the CITY in accordance with San Leandro Municipal Code Section 1-4-300, and all other applicable provisions of the City Charter, Municipal Code and the terms of this Agreement; and

WHEREAS, the classification of Police Chief is unrepresented; and

WHEREAS, it is the desire of the CITY to provide certain compensation and benefits; and establish certain conditions of employment for the position of Police Chief through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

TERMS

1. **Appointment**

The City Manager hereby appoints CHIEF to the position of Police Chief in and for the City of San Leandro, California. CHIEF hereby accepts such appointment under the terms and conditions of this Agreement.

2. **Term of Agreement**

This Agreement will become effective on June 3, 2024. The Agreement will expire on June 3, 2027, unless extended or terminated as provided herein. The Parties may terminate this Agreement pursuant to the provisions of Section 5.

3. **At-Will Employment**

Police Chief is an "at-will" employee who shall serve at the pleasure of the City Manager per City Charter Article IV, Section 420. Accordingly, the City Manager may terminate CHIEF's employment under this Agreement at any time with or without cause.

4. **Duties and Responsibilities**

a. CHIEF shall serve the CITY and perform the functions and duties of the position of Police Chief as specified under the laws of the State of California (including but not limited to the Government Code and the Penal Code); the CITY's Charter, Administrative Code and Municipal Code; the Ordinances and Resolutions of the CITY; and any other legally permissible and proper duties and functions as the City Manager may from time to time assign.

b. CHIEF shall be responsible to the City Manager for the proper performance of all duties and functions assigned to CHIEF.

5. Termination of Employment and Severance

a. This agreement may be terminated with or without cause by the City Manager. In the event CHIEF is terminated for cause, moved from CHIEF to a different position within the San Leandro Police Department, or voluntarily resigns from her employment with CITY, she shall not be entitled to severance. For purposes of this Agreement, the phrases "for cause," "with cause" and "without cause" relate only to CHIEF's potential entitlement to severance, and do not alter her at-will status.

b. Without Cause. In the event CHIEF is terminated without cause, she is eligible for severance. If the CITY terminates this Agreement without "cause" before June 3, 2027, CHIEF will be compensated for all vacation leave and will be paid in a lump sum in an amount equal to CHIEF's annual base salary and health benefits for a period of six (6) months from receipt of written termination notice. Said payment of severance pay shall be conditioned upon CHIEF executing a waiver and release agreement forever releasing and waiving any and all claims in a form acceptable to the City. If CHIEF executes the aforementioned waiver and release agreement, CHIEF shall receive the severance in a lump sum payment, less all applicable deductions, within fifteen (15) business days after execution of the waiver and release agreement.

c. For Cause. If CHIEF is terminated "for cause," the CITY shall not owe any severance under this Agreement. The determination about whether Chief is terminated "for cause" shall be made in the complete discretion of the City. A termination "for cause" may include, but shall not be limited to, the following:

- (i) Violation of administrative policies and procedures;
- (ii) Failure to properly perform assigned duties;
- (iii) Theft of CITY property;
- (iv) Insubordination
- (v) Conviction of a felony;
- (vi) Conviction of a misdemeanor relating to Chief's fitness to perform assigned duties;
- (vii) Conviction of a crime involving an abuse of office or position, as defined in Government Code Section 53243.4;
- (viii) Unauthorized absence from employment;
- (ix) Improper use of CITY funds or property;
- (x) Willful misconduct or malfeasance;
- (xi) Any act of moral turpitude or dishonesty;
- (xii) Other failure of good behavior either during or outside of employment such that the Chief's conduct causes discredit to the City.

d. Resignation. CHIEF shall provide thirty (30) days' notice in the event of a voluntary resignation unless the CITY agrees otherwise.

6. Compensation and Benefits

a. Salary. CHIEF's initial annual base salary shall be \$303,060 annually (\$25,255 per month), which is step 5 of the City's publicly available salary schedule. Salary shall be payable on the City-established payroll cycle. Thereafter, the annual salary shall increase as follows, which shall be consistent with the terms approved for the San Leandro Police Management Association (SLPMA) pursuant to its Memorandum of Understanding:

- (i) A four percent (4%) salary increase effective July 1, 2024.
- (ii) A four percent (4%) salary increase effective July 1, 2025.
- (iii) A three percent (3%) salary increase effective July 1, 2026.

b. Benefits. The CITY agrees to provide to CHIEF the same benefits applicable and available to members of the SLPMA pursuant to its MOU in consideration for the services provided pursuant to this Agreement.

- (i) Health benefits – City contribution towards medical up to \$2,458.39 per month and dental up to \$147.38 per month for 2024
- (ii) Administrative Leave Hours – 80 hours per year
- (iii) Vacation – 25 days per year (equivalent to 200 hours)
- (iv) Sick Leave – 12 days per year (equivalent to 96 hours)
- (v) Holiday pay – 7% premium pay in lieu of holiday time, plus two floating holidays (16 hours)
- (vi) Uniform allowance – \$1,600 per year
- (vii) Deferred Compensation – matching City contribution up to 2.0% of base salary
- (viii) Management Development Program – \$1,000 per year reimbursement subject to applicable rules and restrictions

Chief shall also receive a one-time credit of 120 hours added to her vacation bank upon approval of this agreement. A City unmarked vehicle will also be provided to CHIEF.

c. Retirement. The CITY contracts with the California Public Employees' Retirement System (CalPERS) for retirement benefits. Chief shall be enrolled in the 3% @ 50 (Classic) formula in accordance with applicable law. Chief will also participate in Employee Cost Sharing and agrees to contribute over and above the normal contribution of 9%. The Cost Share Percentage is as follows:

- i. From and after the date of this agreement, Chief shall contribute one percent (1%) towards the employer's pension contribution rate.
- ii. Effective July 1, 2024, Chief shall contribute a total of one and one-half (1.5%) percent towards the employer's pension contribution rate.
- iii. Effective July 1, 2025, Chief shall contribute a total of two (2%) percent towards the employer's pension contribution rate.

7. Indemnification & Professional Liability

The City agrees that it shall defend, hold harmless, and indemnify the CHIEF from all demands, claims, suits, actions, errors, or other omissions in legal proceedings, whether groundless or otherwise, brought against the CHIEF in her individual capacity or in her official capacity, provided the incident arose while the CHIEF was acting within the scope of her employment, in accordance with the provisions of California Government Code Section 825. The City will provide a defense in accordance with Government Code Sections 995 – 999.6. The City may decline to defend and/or indemnify Employee only as permitted by the California Government Code.

8. Miscellaneous

- a. The text herein shall constitute the entire agreement between the Parties. This Agreement may not be modified, except by written agreement executed by both Parties.
- b. 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.
- c. This Agreement shall be governed by the laws of the State of California.
- d. The Parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.
- e. This Agreement may be executed in counterparts containing original signatures.

9. Notices

Notices pursuant to this Agreement shall be in writing and served by mail via the United States Postal Service, first class postage prepaid, addressed as follows:

- a. The CITY:
City Manager
City of San Leandro
Civic Center
835 East 14th Street
San Leandro, California 94577
- b. CHIEF:
Angela Averiett
Address on File

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of mailing of such written notice, postage prepaid, with the United States Postal Service.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed and executed in its behalf by its City Manager, and CHIEF has signed and executed this Agreement, on the day and year written below.

CHIEF OF POLICE

DATED: _____

ANGELA AVERIETT

CITY

DATED: _____

FRAN ROBUSTELLI
CITY MANAGER

APPROVED AS TO FORM:

RICHARD D. PIO RODA
CITY ATTORNEY

DRAFT