

STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ROBERT PERRAULT, CITY MANAGER
SUBJECT: AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH JOHN PETERS FOR THE POSITION OF POLICE CHIEF

BACKGROUND

Former Police Chief James Copsey officially retired at the end of the 2014 calendar year. Mr. Copsey has continued to fill the position of Police Chief on an interim basis pending the completion of the recruitment process to fill the Police Chief position.

DISCUSSION

Earlier this year, staff initiated the recruitment for the position of Police Chief with the assistance of Ms. Alicia Lara, the former Assistant City Manager for the City of Santa Maria. The recruitment was focused on the West Coast. At the end of the recruitment, the candidate pool was reduced to four qualified candidates.

As noted in the Grover Beach Municipal Code, the City Manager is responsible for selecting Department Directors and establishing an initial compensation level, as long as the compensation does not exceed the Council-adopted salary range of \$9,365 - \$11,237 per month.

The proposed Employment Agreement details the specific provisions and conditions of the employment relationship, including: Section 3. Termination and Severance Pay. Subsection (d) of this section (found on page 2 of the draft agreement) details the Administrative Leave /

APPROVED FOR FORWARDING

Handwritten signature of Robert Perrault
ROBERT PERRAULT
CITY MANAGER

Please Review for the Possibility of a Potential Conflict of Interest:

- None Identified by Staff
Bright
Shoals
Nicolls
Lee
Shah

Severance Compensation that would be due to the incumbent in the event the Police Chief is terminated. This section is subject to the Council's purview. Staff has developed this section to be reflective of the terms of severance contained within the City Manager's Employment Agreement, which provides for a combination of Leave / Compensation of up to nine (9) months in the event the incumbent is unable to secure employment.

### **ALTERNATIVES**

The Council has the following alternatives to consider:

1. Adopt the Resolution authorizing the City to enter into an Employment Agreement with John Peters for the position of Police Chief
2. Provide staff with additional direction.

### **RECOMMENDED ACTION**

It is recommended that the Council adopt the Resolution authorizing the City to enter into an employment agreement with John Peters for the position of Police Chief.

### **FISCAL IMPACT**

The total compensation package, including benefits, as detailed in the Employment Agreement for Police Chief is estimated at \$180,000.

### **PUBLIC NOTIFICATION**

The agenda was posted in accordance with the Brown Act.

### **Attachments**

1. Draft Resolution authorizing the City to enter Into an Agreement with John Peters for the Position of Police Chief
2. Draft Employment Agreement Between the City of Grover Beach and John Peters and Job Description for Chief of Police

RESOLUTION NO. 15-\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVER BEACH, CALIFORNIA, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF GROVER BEACH AND JOHN PETERS REGARDING TERMS AND CONDITIONS OF EMPLOYMENT AS POLICE CHIEF**

**WHEREAS**, the Grover Beach Municipal Code provides that the City Manager is responsible for the appointment and removal of the Police Chief; and

**WHEREAS**, following an extensive recruitment process, the City Manager has appointed John Peters as Police Chief, subject to the terms and conditions outlined in the Employment Agreement; and

**WHEREAS**, the City Manager has outlined said terms and conditions in the attached Employment Agreement and has reviewed the Agreement with John Peters; and

**WHEREAS**, the Employment Agreement has been submitted to the City Council for its review and approval.

**NOW, THEREFORE, BE IT RESOLVED:**

The City Council does hereby authorize the attached agreement between John E. Peters and the City of Grover Beach.

On motion by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, and on the following roll-call vote, to wit:

AYES: Council Members -  
NOES: Council Members -  
ABSENT: Council Members -  
ABSTAIN: Council Members -

the foregoing Resolution was **PASSED, APPROVED**, and **ADOPTED** at a meeting of the City Council of the City of Grover Beach, California this 18<sup>th</sup> day of May, 2015.

**DRAFT**  
\_\_\_\_\_  
JOHN P. SHOALS, MAYOR

Attest:

\_\_\_\_\_  
DONNA L. McMAHON, CITY CLERK

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF GROVER BEACH AND JOHN E. PETERS**

This Agreement made and entered into this 1<sup>st</sup> day of June, 2015, by and between the City of Grover Beach, a municipal corporation in the state of California (hereinafter "City"), and John E. Peters (hereinafter "Police Chief"), the terms of which shall become effective pursuant to Section 2 herein.

WITNESSETH

The City Manager has been empowered to appoint and remove the Police Chief; and

The City, through the City Manager, desires to employ the services of John E. Peters, as a department director, more specifically Police Chief for the City of Grover Beach; and

It is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Police Chief; and

It is the desire of the City to:

(1) Secure and retain the services of Police Chief and to provide inducement for him to remain in such employment;

(2) To provide a means for terminating Police Chief's service at such time as he may be unable fully to discharge his duties due to disability or when City may otherwise desire to terminate his employment; and

John E. Peters desires to accept employment as Police Chief of the City under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants here contained, the parties agree as follows:

**SECTION 1. DUTIES.** The City agrees to employ John E. Peters as the Police Chief of the City of Grover Beach. The Police Chief will perform the duties and assume the responsibilities of that position consistent with the job specification attached to this Agreement and incorporated herein by this reference. The Police Chief will perform such other legally permissible and proper duties and functions as the City Manager may assign to him from time to time. The Police Chief agrees to devote as much time to said duties as is reasonably required for their proper performance, regardless of the number of hours involved. The Police Chief is on call 24-hours per day.

**SECTION 2. STATUS AND TERM.**

a) The Police Chief shall serve for an indefinite term at the pleasure of the City Manager and shall be considered an at-will employee of the City.

b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Police Chief at any time, subject to the provisions set forth in Section 3 of this Agreement or applicable provisions of law, including the Grover Beach Municipal Code (hereinafter "GBMC") and Personnel Regulations.

c) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Police Chief to resign at any time from his position with the City, subject only to the provisions set forth in Section 3(b), of this Agreement.

d) City Manager may place the Police Chief on Administrative Leave with full pay and benefits at any time during the term of this Agreement and in accordance with the Peace Officers Bill of Rights and the provisions of this Agreement.

**SECTION 3. TERMINATION AND SEVERANCE PAY.** This Agreement may be terminated in any of the following ways:

- a) By mutual agreement of the Parties hereto, expressed in writing; or
- b) By the Police Chief giving the City Manager an advance written notice of at least 30 days of his last day of service as Police Chief; or
- c) By the City Manager for cause, if any of the following occur:
  - i. The Police Chief's intentional failure, or refusal, to perform consistent with his obligations under the GBMC, or with lawful written directives from the City Manager regarding the Police Chief's performance; or
  - ii. The Police Chief's conviction of a felony or any crime involving moral turpitude, provided that the Police Chief may be placed on administrative leave with pay should he be charged with a felony crime involving moral turpitude; or
  - iii. A determination by a court of competent jurisdiction of the Police Chief's liability for damages for dishonesty or fraud; or
- d) By the City Manager, without cause, upon giving the Police Chief written notice of termination. In the event that Police Chief is terminated, other than for cause as listed in Subsection (c), and during such time that the Police Chief is willing and able to perform his duties under this Agreement, then in that event, the City agrees to place the Police Chief on

paid Administrative Leave for a period of up to six (6) months or until Police Chief secures employment. If after a six- (6) month period, the Police Chief has not secured employment, he will receive a lump sum payment consisting of three (3) months of full compensation, including benefits.

e) Within ninety (90) calendar days of the appointment of a new City Manager, City may not act to terminate the Police Chief without cause as authorized under Subsection (d) of this Section, above.

#### **SECTION 4. COMPENSATION.**

a) The Police Chief's salary shall be set in an amount which falls within the range established in Exhibit A of the Classification and Compensation Plan Resolution, as amended, (hereinafter "CCP"). As provided therein, this amount may be adjusted by the City Manager. The Parties agree that the Police Chief's starting base salary shall be One Hundred Twenty Four Thousand and Eight Hundred Dollars (\$124,800) per year.

b) In addition to the foregoing benefits, the Chief of Police shall also receive all such other benefits that are generally applicable to Executive Managers, as set forth in City's Executive Management Employee Group agreement.

c) Consistent with Article V Section 2 of the CCP, the City agrees that as long as the Police Chief is performing at a "satisfactory" or higher level, he shall earn a base salary that exceeds any of his subordinates by at least ten percent (10%).

d) The Police Chief shall be provided Medical, Dental, and Vision health coverage paid for by the City in keeping with the provisions of the Agreement with Executive Management. Additional health coverage benefits for the Police Chief and his dependant(s) will be provided as outlined in the Executive Managers Bargaining Agreement. The Police Chief shall have the right to a one-time election in September of any year to subsequently receive monthly payments in lieu of the City's contribution for health insurance. Said payment shall be equal to fifty percent (50%) of the amount that the City would have contributed for medical insurance coverage for the Police Chief and his dependent(s), if any. The Police Chief must show proof of comparable coverage each year in order to receive the payment in lieu of City provided coverage.

e) Uniform Allowance: The Police Chief shall receive a uniform allowance equal to the allowance granted to a Police Officer under the provisions of the Grover Beach Police Officers' Association.

f) The Police Chief shall be entitled to all other benefits and compensation granted generally to employees in job classifications in the Executive Management group.

**SECTION 5. OTHER BENEFITS.**

LEGAL DEFENSE. The City will provide the Police Chief with annual non-deductible per incident Legal Defense coverage through the California Peace Officers' Association (CPOA) Legal Services Program (LSP).

**SECTION 6. RETIREMENT BENEFITS.**

A classic member is defined as an employee who meets the definition of a "classic" member for purposes of retirement pension benefits in accordance with the Public Employees Pension Reform Act of 2013. Generally, this includes employees that were hired before January 1, 2013 in the California Public Employees Retirement System (CalPERS) or a reciprocal retirement system with no break in service longer than six months. CalPERS ultimately determines who is a classic member in compliance with the law. The Police Chief shall be considered a classic member and shall be eligible for the 3% at 55 retirement for Local Safety Members. The Police Chief shall be eligible for the optional benefit of Government Code Section 20042, Highest Single Year. Each Sworn Public Safety Management employee shall pay the full portion of the employee's retirement contribution under CalPERS and in keeping with the provisions of the Grover Beach Management and Confidential Employees Group and the Grover Beach Police Officers' Association.

**SECTION 7. AUTOMOBILE.**

The City shall provide the Employee with a vehicle for business-related use. The vehicle shall be equipped with the necessary equipment to facilitate an emergency response, and command and control communications. The vehicle may be utilized by the Employee for normal business activities; travel to and from work; call-outs and inspections during non-business hours; attendance at professional meetings, training programs, seminars, and/or conferences; and for attendance at community and regional meetings, events, and/or functions related to the Employee's official capacity. Employee is authorized to carry non-City employee passengers for the conduct and facilitation of City business as described above.

**SECTION 8. DISABILITY.** If the Police Chief is totally disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or ill health, he shall be eligible for Disability Leave upon exhausting all accrued general leave and executive leave, and duty injury leave, if applicable. Disability Leave shall be unpaid and shall be approved by the City Manager for a time period of up to three (3) months. The length of such time period of the Disability Leave shall be dependent upon the length of the disability as demonstrated by the Police Chief. If the Police Chief is unable to return to work at that time, City shall have the option to terminate the employment of the Police Chief, subject to the requirements imposed on City by Section 3, paragraph (d).

**SECTION 9. PERFORMANCE EVALUATION.** The City Manager shall review and evaluate in writing the performance of the Police Chief upon the conclusion of the first six (6) months of employment of the Police Chief. Upon receiving a rating of "satisfactory" or higher, the Police Chief shall be given a five percent (5%) pay increase toward the top of his pay scale. All other performance evaluations of employment shall then occur at least once annually thereafter. That review and evaluation shall be in accordance with specific criteria developed in consultation with the Police Chief and the City Manager. Those criteria may be added to or deleted from as the City Manager may from time to time determine, in consultation with the Police Chief.

**SECTION 10. ADMINISTRATIVE AND EXECUTIVE LEAVE.** The Police Chief shall be allowed to carryover existing Administrative Leave Balance at the end of calendar year 2015 to calendar year 2016. All unused balance will need to be expended by the end of 2016. The Police Chief shall accrue Administrative Leave in accordance with the Administrative Leave accrual provisions applicable to department directors of the City on January 1 of each calendar year thereafter. Any unused balance existing at the end of the calendar will be permitted to be carried over for use in the following calendar year. The maximum accrual limit for Administrative Leave hours is as specified in the Executive Management Agreement. Administrative Leave hours are not compensable upon separation of employment with the City.

**SECTION 11. PROFESSIONAL DEVELOPMENT.** City agrees to budget and pay for the Police Chief's professional memberships as normally accorded to Executive Management. The Police Chief shall also receive paid leave, plus registration, travel and reasonable

expenses for short courses, annual conferences and seminars that are necessary for his personal development and, in the judgment of the City Manager, for the good of the City, and subject to budget limitations and to established travel policies and procedures. City agrees to pay the Membership dues and subscriptions for the Police Chief to the California Police Chief's Association, the California Peace Officers' Association and the International Association of Chiefs Police.

**SECTION 12. INDEMNIFICATION.** City shall defend and indemnify the Police Chief against any action, including but not limited to any: tort, professional liability claim or demand, or other noncriminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Police Chief's duties as an employee or officer of City, other than an action brought by City against the Police Chief, or an action filed against City by the Police Chief. In addition, City shall pay the reasonable expenses for the travel, lodging, meals, and lost worktime of the Police Chief should the Police Chief be subject to such, should an action be pending after termination of the Police Chief. City shall be responsible for and have authority to compromise and settle any action, with prior consultation with the Police Chief, and pay the amount of any settlement or judgment rendered on that action. The Police Chief shall cooperate fully with City in the settlement, compromise, preparation of the defense, or trial of any such action.

**SECTION 13. GENERAL PROVISIONS.**

- a) The text here shall constitute the entire Agreement between the parties.
- b) This Agreement shall become effective commencing June 1, 2015.
- c) If any provision, or any portion of any provision, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or any portion of it, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- d) No amendment of this Agreement shall be effective unless in writing and signed by both parties.
- e) City, in consultation with Employee, shall fix, in writing, any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Grover Beach Municipal Code, or any applicable state or federal law.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed on its behalf by its City Manager, and the Police Chief has signed and executed this Agreement, both in duplicate, the day and year first above written.

**CITY:**

**CHIEF OF POLICE:**

\_\_\_\_\_  
Robert Perrault, City Manager

\_\_\_\_\_  
John E. Peters

APPROVED AS TO FORM:

\_\_\_\_\_  
Martin D. Koczanowicz, City Attorney

## CITY OF GROVER BEACH

### CHIEF OF POLICE

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

#### **DEFINITION:**

Under administrative direction, plans, manages, oversees, and directs the emergency and non-emergency operations and services of the Police Department, which include law enforcement and crime suppression and prevention; coordinates activities with other City officials, departments, outside agencies, organizations, and the public; provides responsible and complex staff support to the City Council and City Manager; performs other related duties as required.

#### **DISTINGUISHING CHARACTERISTICS:**

The **Chief of Police** is a department head level class, which oversees all functions and operations of the Police Department and is responsible for the activities of all sworn and non-sworn personnel in preserving order, protecting life and property, preventing crime and enforcing laws, and municipal ordinances. This classification is distinguished from the next higher classification of City Manager in that the latter has overall responsibility for administering the City's operations.

#### **SUPERVISION RECEIVED/EXERCISED**

Receives administrative direction from the City Manager. Exercises direct and indirect supervision over assigned staff.

#### **ESSENTIAL FUNCTIONS:** *(include but are not limited to the following)*

- Accepts full responsibility for all Police Department activities and services, including preserving order, preventing crime, protecting life and property and enforcing laws, and municipal ordinances; coordinates activities with other City officials, departments, outside agencies, organizations, and the public.
- Develops, implements, and maintains departmental goals, objectives, policies, and procedures; works directly with sworn and non-sworn personnel in the development and interpretation of City and department policies; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services, and meeting goals; ensures that goals are achieved.
- Plans, directs, and coordinates the Police Department's work plan; assigns work activities and responsibilities to appropriate personnel; identifies and resolves law enforcement problems and/or issues; oversees the maintenance and proper disposition of records and property; provides for the conduct of internal investigations as necessary.

- Confers with citizens and City officials on law enforcement-related issues and concerns; assists in the development of innovative strategies to address issues and concerns.
- Oversees the selection, training, and evaluation programs for all sworn and non-sworn personnel; provides or coordinates in-service training and employee recognition programs; identifies and resolves staff deficiencies; fulfills discipline procedures; reviews the work of department personnel to ensure compliance with applicable federal, state, and local laws, codes, and regulations; interprets and enforces a variety of laws, codes, ordinances, and regulations.
- Prepares, manages, and coordinates the development of the Police Department's budget; prepares forecasts of necessary funds for staffing, materials, and supplies; presents, justifies, and defends programs, operations, and activities; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff, and implements adjustments as necessary; manages grant applications and grant administration activities.
- Serves as a resource for law enforcement personnel, City staff, other organizations, and the public; coordinates pertinent information, resources, and work teams necessary to support a positive, productive, and cooperative work environment.
- Meet with various public officials, citizens and members of the news media, represents the Department and communicates Department Programs to citizens, community groups and organizations, responds to and meets with citizen inquiries regarding activities of the Department.
- Prepares regular and special oral and written reports for presentation to the City Manager and the City Council.
- Attends and participates in professional and community meetings; stays current on issues relative to the field of law enforcement, crime prevention, and service delivery responsibilities; responds to and resolves sensitive and complex community and organizational inquiries, issues, and complaints; establishes and maintains a customer service orientation within the Department.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

**PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires both near and far vision and acute hearing. Additionally, incumbents may work outdoors in all weather conditions, including wet, hot, and cold. The position entails working in hazardous situations, and may involve abusive persons, potential physical violence, and the potential risk of exposure to blood-borne pathogens in the performance of law enforcement duties. The nature of the work also requires the incumbent to drive motorized vehicles, operate a variety of law enforcement equipment, work in heavy vehicle traffic conditions, and often work with constant interruptions; work flexible hours, including evenings and weekends.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

**QUALIFICATIONS:** *(The following are minimal qualifications necessary for entry into the classification.)*

**Education and/or Experience:**

Possession of a California P.O.S.T. advanced and management certificate.

Any combination of education and experience that has provided the knowledge, skills, and abilities for a **Chief of Police**. At a minimum, the Chief of Police will possess the equivalent of six years of broad and extensive experience in all major phases of municipal police work, including at least three years in a responsible management capacity, and a bachelor's degree in criminology, public administration, or a related field.

**License/Certificate:**

Possession of, or ability to obtain, a valid Class C California driver's license

**KNOWLEDGE/ABILITIES/SKILLS:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

**Knowledge of:**

Principles, practices, and techniques of police administration, organization, and operation; technical and administrative phases of crime prevention and law enforcement, including investigation and identification, patrol, traffic control, juvenile programs, record keeping, automated law enforcement information systems, search and seizure, code violations, and care and custody of persons and property; functions and objectives of federal, state, and local law enforcement agencies; applicable federal, state, and local laws, codes, and regulations, including the California Penal Code, Government Code, Vehicle Code, and other related regulations and court decisions; principles and practices of budget administration; care, maintenance, and operation of a variety of law enforcement equipment; methods and techniques of supervision, training, and motivation; concepts of human relations and interaction; methods and techniques of scheduling work assignments; standard office procedures, practices, and equipment; office equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling, and grammar; occupational hazards and standard safety practices.

**Ability to:**

Plan, direct, manage, and coordinate the work of the Police Department; supervise and participate in the establishment of Department goals, objectives, and methods for evaluating achievement and performance levels; analyze complex law enforcement issues, evaluate alternatives, and implement sound solutions; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; act quickly and calmly in emergency situations; facilitate group participation and consensus building; plan, organize, train, evaluate, and direct work of assigned

staff; perform mathematical calculations quickly and accurately; interpret, explain, and apply applicable laws, codes, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make

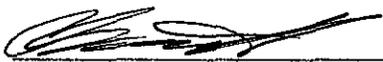
sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

**Skill to:**

Operate an office computer and a variety of word processing and software applications; safely and effectively operate a variety of law enforcement equipment, firearms, and a police vehicle in emergency situations.

Rev 01-20-2015

*Approved & Adopted:*

Signature:   
Human Resources Coordinator

Date: 5/12/15

Signature:   
City Manager

Date: 5-11-15