

## **EMPLOYMENT AGREEMENT (CHIEF OF POLICE) BETWEEN THE CITY OF ORLAND AND RAYMOND JOSEPH VLACH**

The City of Orland (City), by and through its duly elected City Councilmembers (Council) and its duly appointed City Manager (City Manager), both located at 815 Fourth St., Orland, CA 95963, and Raymond Joseph Vlach (Chief of Police), in consideration of the mutual promises made herein, agree (Agreement) as follows:

### **ARTICLE 1. TERM OF EMPLOYMENT**

#### **Section 1.01. Appointment and Term.**

Pursuant to City Manager appointment of Chief of Police under Orland Municipal Code section 2.12.120, City Manager has appointed Raymond Joseph Vlach as Chief of Police and hereby continues the employment of Raymond Joseph Vlach with City as Chief of Police for a period of three (3) years, commencing July 1, 2022, and ending June 30, 2024. The City Manager and Chief of Police will meet and confer to discuss extension of this Agreement approximately 180 days prior to the end of the term.

#### **Section 1.02. "Employment Term" – Defined.**

As used herein, the phrase "employment term" refers to the entire period of employment of Chief of Police by City hereunder.

### **ARTICLE 2. DUTIES AND OBLIGATIONS OF CHIEF OF POLICE**

#### **Section 2.01. Duties and Obligations.**

Chief of Police shall provide to the City all necessary professional, administrative, and managerial services to perform the duties and responsibilities of the office of Chief of Police. Such services shall include, but not be limited to the exercise of powers, privileges and immunities to perform the functions and duties of Chief of Police at the direction and as set forth in the Orland Municipal Code (OMC), all City of Orland resolutions, and in accordance with all applicable law, including Government Code section 38630 and sections 41601, et seq. The Chief of Police is a Peace Officer pursuant to Penal Code section 830.1.

#### **Section 2.02. Faithful Performance.**

Chief of Police agrees that to the best of his ability and experience he will at all times faithfully, loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of this Agreement.

Section 2.03. Outside Employment.

(a) Chief of Police shall devote his entire production time, ability and attention to the business of City during the term of this Agreement; provided, however, upon approval by the City Manager, the Chief of Police may undertake outside employment that does not interfere with the duties and responsibilities of Chief of Police's position. Any consideration of outside employment shall be presented to the City Manager for prior review.

(b) This Agreement shall not be interpreted to prohibit Chief of Police from making passive personal investments or conducting private affairs if those activities do not materially interfere with the services required under this Agreement.

ARTICLE 3. OBLIGATIONS OF CITY

Section 3.01. Compensation, Benefits, Expenses.

City shall provide Chief of Police with the compensation, incentives, benefits, and expense reimbursement specified elsewhere in this Agreement.

Section 3.02. Indemnification for City Losses.

City shall indemnify Chief of Police for all losses sustained by Chief of Police as a direct consequence of the discharge of his duties on City's behalf.

ARTICLE 4. COMPENSATION OF CHIEF OF POLICE

Section 4.01. Compensation.

(a) As compensation for the services to be rendered by Chief of Police herein, City shall pay Chief of Police the following amounts per year as salary:

Year one (effective July 1, 2022): \$117,700.00  
Year two (effective July 1, 2023): \$120,600.00  
Year three (effective July 1, 2024): \$123,700.00

(b) Upon mutual agreement between the City Manager and the Chief of Police, Chief of Police's salary may be adjusted during the term of this Agreement, provided that the salary remains within the range so budgeted by the City Council.

(c) Chief of Police's salary shall in no event be reduced during the term of this Agreement except as included in a general salary reduction applied to City employees for whom the City Council has the authority to set salaries. In the event of such salary reduction, it shall be at the same percentage applied to other employees.

Section 4.02. Administrative Leave.

Chief of Police shall be entitled to receive 80 hours of Administrative Leave annually which shall be awarded annually at the start of the fiscal year (July 1). Any balance remaining June 30 of the following year shall be forfeited. In consideration of this benefit, Chief of Police agrees to release and waive any and all claims or potential claims which did accrue or may have accrued for overtime compensation or any other such claims under the Fair Labor Standards Act or the California Labor Code from the date of Chief of Police initial hire as Chief of Police through the end of this Agreement and any extension thereof.

ARTICLE 5. CHIEF OF POLICE BENEFITS

Section 5.01. Vacation.

Chief of Police shall be entitled to annual vacation time each year at the rate of 160 hours per year. Vacation time shall accrue monthly. Total accumulated vacation time shall not exceed 240 hours. Vacation time shall not accrue beyond 240 hours for the length of this Agreement. Any such vacation time beyond 240 hours shall be lost.

Section 5.02. Other Benefits.

Chief of Police shall receive medical insurance, retirement benefits and all other fringe benefits in amounts and types equal to those of City department heads and subject to change as department head benefits may change; provided, however, that Chief of Police shall receive City Public Safety Employee PERS retirement and sick leave benefits as provided in the Orland Police Officers Association MOU; and further provided that the Police Chief shall not be eligible to receive any MOU-specified longevity or education incentives as additional compensation.

Chief of Police's duties require that he shall have the exclusive use of a motor vehicle for business purposes under the term of this agreement. This vehicle shall be unmarked and covered under the City's self-insured program of public liability insurance, and the City shall be responsible for all business related expenses incurred and related to use of said vehicle. The vehicle shall also be equipped with any other emergency, communication, or special equipment as may be required by the Chief of Police.

City will pay the Chief of Police's membership in the following organizations: California Police Chiefs Association, Police Officer Research Association of California, and the FBI-Law Enforcement Executive Development Association.

ARTICLE 6. TERMINATION OF EMPLOYMENT

Section 6.01. Termination as Chief of Police for Cause.

The Chief of Police's status as such and all rights under this Agreement hereunder may be terminated by the City Manager at any time upon a material breach of this Agreement, for the commission of a felony, for a crime involving moral turpitude or for any conduct bringing substantial discredit to the City. The City Manager shall not terminate this Agreement pursuant to this section until a written statement of grounds for termination has first been served upon the Chief of Police. The Chief of Police shall then be entitled to a meaningful hearing with the City Manager and shall have the right to have a representative of his choice at said hearing. The decision of the City Manager may be appealed by the Chief of Police to the City Council as provided in the OMC.

#### Section 6.02. Termination without Cause

Notwithstanding any other provision of this Agreement, the City Manager, in his or her discretion, shall have the option to terminate this Agreement at any time and without cause. Upon such termination without cause, the City shall pay to Chief of Police a lump-sum severance payment equal to three months' salary and benefits. This provision shall not be construed to extend the term of this Agreement. No severance payment shall be made if the Chief of Police returns to City employment as set forth in section 6.04.

#### Section 6.03. Effect on Compensation if Terminated Without Cause

In the event that this Agreement is terminated without cause, and subject to Section 6.02, Chief of Police shall be entitled to the compensation and benefits earned by and vested in him prior to the date of termination as provided for in this Agreement, computed pro rata up to and including that date.

#### Section 6.04. Effect on City Employment if Terminated Without Cause

In the event that this Agreement is terminated without cause, Chief of Police shall have the option of returning to any open position previously held with the City. However, if Chief of Police exercises this return option, Chief of Police shall not receive the severance payment (or any part thereof) as set forth in section 6.02.

### ARTICLE 7. GENERAL PROVISIONS

#### Section 7.01. Notices.

Any notices to be given by either party to the other shall be in writing and may be transmitted either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notice shall be addressed to the City at 815 Fourth St, Orland, CA 95963. Mailed notice shall be addressed to the Chief of Police at \_\_\_\_\_ Orland, CA 95963. Each party may change their address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

Section 7.02. Attorney's Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys fees. This provision shall be construed as applicable to the entire contract.

Section 7.03. Agreement an Entirety.

This Agreement supersedes any and all other agreements, either oral or written, between the Parties with respect to the employment of Chief of Police, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, and which are not embedded herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 7.04. Non-Waiver.

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power be for all or any other times.

Section 7.05. Effect of Invalidity.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Section 7.06. Applicability – California Law and Venue.

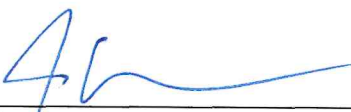
This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for enforcement shall be the County of Glenn, California.

Section 7.07. Construction with the Orland Municipal Code.


The terms of this Agreement are deemed additional terms and conditions of employment not inconsistent with any provisions of the OMC. In the event of any inconsistency, however, the terms of this Agreement shall prevail over the terms of the OMC.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last below written.

Dated: 6/23/2022

  
\_\_\_\_\_  
Chief of Police  
Raymond Joseph Vlach

Dated: 6-22-2022

  
\_\_\_\_\_  
City Manager  
Peter R. Carr

  
\_\_\_\_\_  
Approved as to form,  
Gregory P. Einhorn, City Attorney