

**INTERIM GENERAL MANAGER AND CHIEF OF POLICE
EMPLOYMENT AGREEMENT (“Agreement”)**

The Kensington Police Protection and Community Services District (hereinafter “KPPCSD” or “District”) desires to employ the services of **Rickey L. Hull** (hereinafter “Employee”) as Interim General Manager/ Chief of Police. Employee is currently a Master Sergeant with the Kensington Police Protection District represented by the Kensington Police Officers’ Association (“KPOA”) and subject to a Memorandum of Understanding (“MOU”) between the District and KPOA.

Employee desires to accept employment as Interim General Manager/ Chief of Police under the terms and conditions contained in this Agreement.

Employee is aware of and understands that as Interim General Manager/ Chief of Police for the District he serves at the pleasure of the Board of Directors of the District (hereinafter “Board”), and is subject exclusively to the Board’s (or its designee’s) supervision, control and direction. Employee understands that the Board (or its designee) has the sole and exclusive right to direct, supervise, manage, discipline, and control Employee’s job performance.

The parties understand nothing in this Agreement shall be interpreted to amend, modify or supersede any ordinance of the District, or county or state or federal law, pertaining to the operation of the District.

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

1. DUTIES

A. The District hereby agrees to employ Employee as Interim General Manager/ Chief of Police of the District to perform the functions and duties specified in the job description, attached hereto as Exhibit "A" and incorporated herein by this reference, and to perform other legally permissible and proper duties and functions as required by law and as the District shall from time to time assign.

B. Employee hereby agrees to perform all such functions and duties to the best of his abilities and in a competent and efficient manner. Employee further agrees to focus his full professional time, ability and attention to District business during the term of this Agreement. Consequently, Employee hereby agrees not to engage in any other business pursuits whatsoever directly or indirectly, or render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the District. This shall not preclude Employee from volunteering his services to other entities or individuals as long as such volunteer services are not in conflict with the services to be provided by Employee under this Agreement.

2. TERM

A. Unless terminated earlier by either the District or the Employee, this Agreement shall be in full force and effect starting **December 17, 2016**, and ending **May 17, 2017** (the “Term”). The Parties shall have the authority to mutually agree to extend the Term of this Agreement in writing.

B. Nothing in this Section shall prevent, limit or otherwise interfere with the right of the District to terminate this Agreement for any reason, or no reason at all.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from this position with the District.

D. Employee understands and acknowledges District may, during the Term, amend the job description attached as Exhibit "A" to create two separate positions, one for General Manager and the other for the Chief of Police. If the District approves the creation of two separate positions, Employee may be assigned solely to the position of Chief of Police at the discretion of the Board. In that event, this Agreement shall continue without modification, except as provided in Section 3.B., and all references herein to "Interim General Manager/ Chief of Police" shall thereafter mean "Interim Chief of Police."

E. Nothing in this Agreement shall preclude the termination of this Agreement by mutual consent of both parties.

3. SALARY AND COMPENSATION

A. Employee shall receive a base pay of \$129,031.05, which is 15.0% over Employee's wage provided for under the terms of the KPOA MOU as of March 1, 2017, inclusive of the premium pays Employee currently receives under Article IX of the KPOA MOU.

B. For performance of Interim General Manager duties in addition to Interim Chief of Police duties, Employee's base pay shall be \$140,857.20, which is 10% over the wage provided above not including the premium pays the Employee currently receives pursuant to the Article IX of the KPOA MOU. The \$11,826.14 difference in base pay for the performance of General Manager duties shall not be reported to CalPERS as pensionable compensation. If the District approves the creation of two separate positions, per Section 2.D above, Employee may no longer be required to perform Interim General Manager duties and will, therefore, be compensated at a base pay of \$129,031.05.

C. Employee's salary is payable in semi-monthly installments on the 15th and the 30th of each month.

4. AT-WILL EMPLOYMENT STATUS

A. Employee is a confidential, at-will employee and serves as Interim General Manager/ Chief of Police at the pleasure of the Board. Employee understands, acknowledges and accepts that this position is not within the represented police bargaining unit, and that such position is a confidential position that is unrepresented. At-will employment means that employment is at the mutual consent of Employee and the District and either may terminate the employment at any time, for any reason, or no reason at all. Employee and District agree that no representative of the District has made or can make any promises, statements, or representations which state or imply that Employee is hired, employed, or retained under any terms other than as an at-will employee. Employee's at-will status may only be changed, revoked, amended, or superseded by a written document, signed by the Employee and approved and adopted by the Board.

B. Due to the interim nature of the position, District and Employee understand and agree that Employee will be permitted to return to his status as Master Sergeant, upon termination of this Agreement, provided Employee has not engaged in any form of misconduct as defined in Section 4.C below and that all rights and benefits conferred under this Agreement shall terminate.

C. Misconduct includes, but is not limited to, dishonesty, fraud, self-dealing, insubordination or other malfeasance or misfeasance committed in the performance of the Interim General Manager and Chief of Police's duties and responsibilities under this Agreement;

or Employee's violation of any law which can be punished as a felony committed at any time. The determination of whether Employee is terminated due to misconduct is in the District's sole discretion; provided, however, the Employee has the right to provide a written or verbal explanation in response to any misconduct alleged pursuant to Sections 4.B and 4.C.

5. HOURS OF WORK

Due to the nature of the employment of a person in the position of the District's Interim General Manager/ Chief of Police, Employee will typically be required to work at least a full- and- complete work week of forty hours (40) per week, and devote whatever time is necessary to fulfill his employment responsibilities and duties as provided for in this Agreement. The Interim General Manager/ Chief of Police position is exempt from overtime laws including but not limited to the Fair Labor Standards Act. As such, Employee is not entitled to receive payment for hours worked in excess of a regular work week, including, but not limited to, overtime, call-out, court appearances, standby, holidays and regular days off.

6. HOLIDAYS

Employee shall receive fourteen (14) holidays, specified in the KPOA MOU, as paid days off. Payment for these holidays is included in base salary specified in Sections 3.A and 3.B of this agreement: No additional compensation shall be paid to the Employee for holidays regardless of whether or not they are worked; provided, however, the Employee shall be permitted to take compensatory time off in exchange for time worked on holidays. Such time off shall not exceed twenty (20) hours for the term of this Agreement. Any accrued compensatory time under this provision shall have no cash value, and will expire if Employee reverts to Master Sergeant position pursuant to Section 4.B.

7. HEALTH PLAN BENEFITS

A. The District shall provide health benefits through the Public Employees' Retirement System Health Benefit Program.

B. The District's direct contribution towards Employee's health plan premium shall be the minimum as determined by CalPERS under the Public Employment Medical and Hospital Care Act ("PEMHCA"). For 2017, the minimum established under PEMHCA is \$128 per month.

C. The District shall make additional contributions to a Cafeteria Plan up to a maximum of the Kaiser Bay Area HMO plan based on the Employee's coverage level elected (Employee only, Employee + 1, or Employee + 2 coverage), less an \$85 monthly employee contribution, and less the PEMHCA minimum contributed under 7.B. If Employee elects a plan that costs more than the Kaiser Bay Area HMO, Employee will be responsible for the \$85 monthly contribution plus any amounts above the District's maximum contribution.

D. Effective June 30, 2017, the District will make additional contributions to a Cafeteria Plan up to a maximum of the Kaiser Bay Area HMO plan based on the Employee's coverage level elected (Employee only, Employee + 1, or Employee + 2 coverage), less an \$125 monthly employee contribution, and less the PEMHCA minimum contributed under 7.B. If Employee elects a plan that costs more than the Kaiser Bay Area HMO, Employee will be responsible for the \$125 monthly contribution plus any amounts above the District's maximum contribution.

E. If Employee retires as the Interim Chief of Police or Interim General Manager/ Chief of Police., Employee has access to retiree health care benefits under CalPERS per the Public Employment Medical and Hospital Care Act (“PEMHCA”). As a retiree, the District’s contribution towards Employee’s health plan premium shall be the PEMHCA minimum as determined by CalPERS on an annual basis. This paragraph shall not preclude Employee from exercising his return rights under Section 4.B.

F. The District’s provision of health care premiums in retirement is not a vested right. At its sole discretion, in accordance with state and federal law, the District may change the provider of its health plan benefits, or change the amount of payments required by the District or the Employee at any time, or eliminate such coverage or plan altogether.

8. RETIREMENT

Employee shall continue to be covered under the CalPERS Three Percent (3.0%) at Age 50 plan, including single year final compensation and the 1959 Survivor benefit. The District will pay five percent (5.0%) of Employee’s nine percent (9.0%) mandatory CalPERS contribution, and Employee will pay four percent (4.0%) of the mandatory contribution.

9. ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Unless modified herein, Employee will continue to receive life insurance, disability insurance, dental and vision coverage, deferred compensation, sick leave, bereavement leave, vacation, educational incentives, clothing allowance and safety equipment as provided in the KPOA MOU. To the extent they are inconsistent, this Agreement shall control over the KPOA MOU.

Article XII of the KPOA MOU shall not apply to the Interim General Manager/ Chief of Police.

10. INTEGRATION

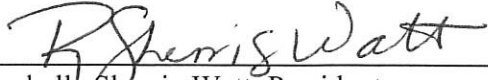
This Agreement and its attachments constitute the entire agreement between the parties.

11. SCOPE AND SEVERABILITY

In the event any portion of this Agreement is declared null and void by superseding federal or state law, the balance of the Agreement shall continue in full force and effect, and the parties hereto shall commence negotiations to ensure that the superseded portion shall be rewritten to conform as closely as possible to the original intent.

SIGNATURES:

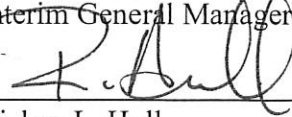
Kensington Police Protection and Community
Services District Board of Directors



Rachelle Sherris-Watt, President

Date: 9 Feb 2017

Interim General Manager/Chief of Police Employee



Rickey L. Hull

Date: 9 FEB 2017

EXHIBIT A

General Manager / Chief of Police



The GM/COP is appointed by and serves under the direction of the KPPCSD Board of Directors. The District is currently examining alternative staffing options that may result in the position being split into two, namely a GM and COP. This is an at-will position.

Examples of Duties

- Is on call, 24 hours per day and 7 days per week to respond to police emergencies.
- Appoints, supervises, disciplines and dismisses the District's employees. This is to be consistent with directives established by the Board of Directors.
- Supervises the District's facilities and oversees maintenance of capital assets.
- Prepares the yearly operating budget and supervises the District's finances.
- Maintains all District agreements and contracts.
- Supervises preparation and distribution of all agendas.
- Obtains and prepares District election material. Represents the District (as needed) at state, county and local public meetings.
- Supervises maintenance of a yearly operating calendar.
- Furnishes Board Directors with information needed to conduct District meetings and execute their role in the KPPCSD.
- Maintains excellent relationships with KPPCSD Attorneys and the KFPD General Manager and KFPD Chief.
- Maintains professionalism, diplomacy, sensitivity and tact to communicate with community members, the media, Board and staff.
- Prepares and submits all documents required by law and the Public Records Act, or other information in the public interest, to the public and/or appropriate agencies in the time required.
- Oversees Kensington Park, its development, maintenance and repair of recreation facilities.
- Coordinates with Kensington Community Council, as needed, and negotiates lease or rental agreements for KPPCSD facilities and property.
- Supervises the implementation of the Solid Waste Contract. Responsible for communicating changes in rates and ensuring that the District meets State and local mandates regarding waste reduction and recycling.
- Works with the Board to improve professional relationships, build morale and increase productivity of sworn and non-sworn staff.
- Serves as chief executive officer of the department and final authority in matters of policy, operations and discipline. The COP exercises all lawful powers of the office and issues lawful orders, as are necessary, to assure the effective performance of the office.
- Enforces laws and ordinances that come with the legal jurisdiction of the Kensington Police Department (KPD).
- Plans, directs, controls, coordinates and staffs all activities of the department for its continued and efficient operation.
- Enforces the rules and regulations within the department, setting a standard of excellence.
- Ensures the completion, maintenance and forwarding of reports and records as may be required by competent authority, local, state, and federal law.
- Sets objectives for the KPD, developing and administering procedures, rules and regulations for the successful function of the department.
- Directs departmental training activities.
- Controls personnel files, overseeing that they are secured and updated as mandated.
- Investigates and responds to citizen complaints regarding the actions of officers in a timely manner.

- Manages and resolves complex employee relations issues conducting in-depth, thorough, and objective inquiries into complaints.
- Performs annual performance evaluations of Sergeants.
- Investigates crimes, testifies in court, and prepares reports.
- Patrols the service area of the KPD, as needed.
- Maintains cordial and mutually beneficial relationships with other law enforcement agencies.
- Manages staff resources within the confines of the extant collective bargaining agreement and budget.
- Oversees the execution of grant proposals that provide funds to law enforcement or special districts.
- Keeps abreast of state of the art police standards and maintains them as appropriate throughout the department.

Minimum Qualifications

- Be a sworn police officer under section 832 of the Penal Code. A Bachelor's degree from an accredited college or university or a combination of education and years of service equivalent to a Bachelor's degree, is preferred. A Master's Degree is desirable.
- Have 5-7 years of progressive supervisory command experience in a law enforcement agency and a California POST Supervisory Certificate or higher.
- Have demonstrated managerial and community involvement experience.
- Meet background standards for the assignment.
- Possess or obtain a valid California driver's license and have an acceptable driving record.