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## GENERAL MANAGER AND CHIEF OF POLICE EMPLOYMENT AGREEMENT

WHEREAS, the Kensington Police Protection and Community Services District (hereinafter "KPPCSD" or "District") desires to employ the services of Gregory E. Harman (hereinafter "Employee") as General Manager and Chief of Police for the District.

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

WHEREAS, the Employee is aware of and understands that 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.

WHEREAS, the parties understand nothing in the 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.

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

### 1. DUTIES

A. The District hereby agrees to employ Employee as General Manager and 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. 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. Early termination is subject only to the provisions set forth in Section 5 of this Agreement.

B. 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, subject only to the provision set forth in Section 3 of this Agreement, during the term of this Agreement.

C. Unless terminated earlier by either the District or the Employee, this Agreement shall be in full force and effect starting September 4, 2007, and ending June 30, 2010.

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

### 3. ANNUAL SALARY AND COMPENSATION

The annual base salary for the position of General Manager and Chief of Police for the first year is \$130,000 payable in semi-monthly installments on the 15<sup>th</sup> and the 30<sup>th</sup> of each month. The Board (or its designee) shall conduct annual performance reviews of the Employee. Increases in the Employee's base salary during the term of this Agreement shall be at the sole discretion of the Board based upon the Employee's job performance.

### 4. AT-WILL EMPLOYMENT STATUS

Employee is an at-will employee, and serves at the pleasure of the Board. As an at-will employee, this means 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.

### 5. TERMINATION OF AGREEMENT, SEVERANCE, AND NOTICE

A. In the event that the District terminates this Agreement without cause prior to its expiration, then the Employee shall be entitled to a lump-sum severance payment equal to six (6) months' pro-rated base salary payable within thirty (30) days of the date of termination, subject to restrictions set forth in Government Code Section 53260. The Employee hereby agrees that he shall accept such payment as full compensation due from the District as severance pay in exchange for a full and complete release of the District, and its agents, employees, attorneys, Directors, or representatives of any kind or nature, from any and all liability or claims of any type or nature relating to the Employee's employment and/or termination of same.

No additional compensation is owed to the Employee. However, as provided by law, payment of severance pay shall be in addition to any accrued vacation leave, if any, due to the Employee upon his termination from District service.

B. This Agreement shall terminate without any additional compensation owed to the Employee, and the District shall not be obligated to make any severance payment upon any of the following events:

- (1) Upon the death of the Employee;
- (2) Upon Employee's service or disability retirement;
- (3) When Employee has been unable to perform the essential functions of his position due to illness or other disability for a period of three (3) months and it is medically determined that the Employee is permanently disabled from performing the essential functions of his position, with or without reasonable accommodation:
  - (i) A determination that the Employee is permanently disabled shall be made by the District based on competent medical evidence and in accordance with applicable California and federal laws pertaining to the protection of disabled individuals;
  - (ii) If at any time it is determined by the District that a question exists as to the Employee's ability to perform the essential functions of his position, the District may require that the Employee undergo a comprehensive fitness for duty medical examination;
- (4) If this Agreement is terminated for misconduct of the Employee for his having materially breached his obligations or neglected his duties as required herein:
  - (i) Misconduct includes, but is not limited to, dishonesty, fraud, self dealing, insubordination or other malfeasance or misfeasance committed in the performance of the 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; and/or
- (5) If Employee voluntarily resigns his position with the District before the expiration of the aforesaid term of his employment and the Employee does not give the District ninety (90) days notice in advance (unless the District otherwise agrees in writing). No severance pay will be due if the employee voluntarily resigns within the first year.

C. Nothing in this Article shall preclude the termination of this Agreement by mutual consent of both parties hereto.

## 6. HOURS OF WORK

Due to the nature of the employment of a person in the position of the District's General Manager and Chief of Police, the Employee is typically 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.

## 7. PERFORMANCE EVALUATION

A. The Board (or its designee) shall review and evaluate the performance of Employee a minimum of once every year. During the first year there will also be a three (3) month and a six (6) month review. The reviews and evaluations shall be conducted in a manner consistent with Board evaluation policies. At the District's sole discretion, it may add or delete criteria for evaluating the performance of Employee from time to time. The Board shall provide Employee

with a summary written statement of the findings and provide an adequate opportunity for the Employee to discuss his evaluation with the Board.

B. Annually, after the District determines its goals and objectives, the Board (or its designee) and the Employee shall further define the goals and performance objectives necessary for the proper operation of KPPCSD. The Board (or its designee) and Employee shall further establish a relative priority among the various goals and objectives. The annual goals and objectives should be reduced to writing, and should be attainable within the time and budgetary resources provided.

C. In effecting the provisions of this section, the District and Employee agree to abide by the provisions of applicable law.

#### 8. HEALTH PLAN BENEFITS

The District will provide a comprehensive health plan for the Employee and family through the California Public Employees' Retirement System (CalPERS) Health Benefit Program, based on the current Kaiser-Permanente rates. The District will also provide a vision and a dental plan.

If Employee retires upon disability or at normal retirement age, and the premium for health, vision, and dental insurance is not otherwise covered, the District will pay the monthly premium based on the current Kaiser-Permanente rates.

This provision of health care premiums 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.

#### 9. RETIREMENT

CalPERS retirement benefit will include the following sections - California Government Code.

- Section 21362.2 3% @ 50 formula for local safety members, effective 7/1/2000.  
This formula provides to local safety members 3% of pay at age 50 for each year of service credited to that employer. Effective date 7/1/2000
- Section 20042 Single Highest Year of Compensation; Safety Members, effective 1/6/93  
Defines period for determining the average monthly pay rate when calculating benefits as the 12 highest paid consecutive months.
- Section 21574 1959 Survivor Benefit, fourth level, effective 6/9/99  
Provides a higher level of 1959 Survivor Benefits to survivors of a member who dies prior to retirement.
- The District will pay employee contribution of 9%
- The District will pay Medicare premiums.

In the event of any proposed changes in the CalPERS retirement plan this Agreement may be opened and the proposed change may be negotiated.

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**10. LIFE INSURANCE**

The District agrees to pay the premium on a term life insurance policy for Employee, with the maximum annual cost to the District of \$500.

**11. DISABILITY INSURANCE**

The District agrees to provide PORAC Long Term Disability Plan (Option 2-Multi level Benefit with a 60 day elimination period) and shall fund the entire premium. This provision of disability premiums is not a vested right.

**12. DEFERRED COMPENSATION**

The District has established a Deferred Compensation Plan to be made available to all eligible District employees, pursuant to federal legislation permitting such plans. Employee can elect to make contributions from Employee's salary and invest portions of his income to meet his future financial requirements and supplement his District retirement, at no cost to the District.

**13. CREDIT UNION**

Membership in the Contra Costa County Employees Federal Credit Union is available with optional payroll deduction at no cost to the District.

**14. SICK LEAVE**

The District shall advance eighty (80) sick-leave hours upon hire, and thereafter Employee shall accrue sick leave at a rate of 10 hours per month.

The District agrees to maintain a contract with PERS to provide credit for unused sick leave, in lieu of sick leave payout upon termination or retirement. Employee agrees to waive any claim to compensation for unused sick leave during the term that the PERS contract is in effect.

The employee may utilize up to forty (40) hours of sick leave per year for illness or injury to care for members of his immediate family, or other dependents as required. Immediate family shall be construed as being family member residing within the employee's home. Additional family sick leave may be granted at the discretion of the Board.

**15. VACATION LEAVE**

The District shall advance forty (40) vacation hours to Employee upon hire. Thereafter, Employee shall accrue vacation leave of 120 hours per year at the rate of 10-hours per month for the first year of employment, and shall accrue 160 hours per year at the rate of thirteen and one-third (13.33) hours per month for the second and third years of employment. (Nothing in this paragraph should be construed to alter Employee's at-will employment relationship.)

The maximum balance of unused vacation leave that Employee may accrue at any time is 200 hours (25 days). Once Employee has accrued 200 hours of vacation leave, no further vacation

leave is earned until the balance accrued is reduced below 200 hours through use of vacation leave.

#### 16. HOLIDAYS

Employee shall be entitled to fourteen (14) paid holidays consisting of one floating holiday and the thirteen (13) paid cont holidays as follows:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Admission Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday

The District encourages Employees to use his floating holiday each calendar year, as the maximum number of floating holidays that Employee can accrue is one day.

#### 17. PROFESSIONAL DEVELOPMENT

A. The Employee is allowed up to forty (40) hours of administrative leave per year. The District encourages Employee to use his administrative leave each calendar year for professional development, as administrative leave does not accrue from year-to-year nor is it subject to any cash-out provisions.

B. The District agrees to budget for and to pay for reasonable travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee in the position of General Manager and Chief of Police, and to adequately pursue necessary official functions for the District, including but not limited to, California Special Districts Association events; and such other national, regional, state, and local governmental groups and committees thereof which the Employee serves as a member subject to the District budget as approved by the District.

C. The District also agrees to budget for and to pay for reasonable travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of the District.

#### 18. AUTOMOBILE ALLOWANCE

Because the General Manager and Chief of Police's duties require travel in the course of District business, the District agrees to provide the Employee with a District vehicle (of the District's choosing) and will provide maintenance of the vehicle for use for District business. The District also agrees to provide fuel for the District vehicle for business use. The employee shall not use the District vehicle for personal use unless it is to stop in transit between authorized destinations, or in the event of a personal emergency.

**19. CELL PHONE/PDA**

The Employee is required to carry a cell phone or PDA at all times, to be provided by the District for District business.

**20. UNIFORM ALLOWANCE**

The District shall provide a uniform allowance in the amount of eight hundred dollars (\$800) per year, to be paid in four installments - September /December/March/June - of two hundred dollars (\$200) each.

The District will also pay for replacing or repairing damaged uniforms that are damaged on the line of duty.

**21. SAFETY EQUIPMENT REIMBURSEMENT**

The District will reimburse Employee for safety equipment up to two hundred and fifty dollars (\$250) per year, which can be rolled over for the life of the contract.

**22. PROFESSIONAL & CIVIC ORGANIZATION MEMBERSHIP**

The District recognizes the desirability of representation in and before local professional, civic and other organizations, and the Employee is authorized to become a member of such clubs or organizations. During the term of this agreement, the District, at its sole discretion, may elect to pay some or all of the Employee's reasonable civic club membership expenses.

**23. GENERAL EXPENSES**

The District recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the General Manager and Chief of Police, and hereby agrees to reimburse Employee or to pay said reasonable general expenses, up to an amount not to exceed the amount provided for such purposes in the District budget.

**24. INTEGRATION**

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

**25. 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

General Manager/Chief of Police Employee

  
Patricia M. McLaughlin, President

  
Gregory E. Harman

Date: August 28, 2007

Date: 08-28-07



**GENERAL MANAGER AND CHIEF OF POLICE EMPLOYMENT AGREEMENT - EXTENSION**

WHEREAS, the Kensington Police Protection and Community Services District (hereinafter "KPPCSD" or "District") desires to continue to employ as an at-will employee the services of Greg Harman (hereinafter "Employee") as the General Manager and Chief of Police for the District.

WHEREAS, while terminable at will by either the District or Employee during its term, Employee's original employment agreement attached hereto (Exhibit A), with the District was from September 4, 2007 until June 30, 2010.

WHEREAS, since the expiration of the original employment agreement on June 30, 2010, Employee has been working as an at-will employee of the District under the terms and conditions of the expired employment agreement.

WHEREAS, the District desires to extend Employee's employment under the same terms and conditions of the original employment agreement for two additional years.

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

**1. EXTENSION**

Unless terminated earlier by either the District or Employee, the District hereby agrees to extend, and Employee accepts, the terms and conditions of Employee's original employment agreement ("Original Agreement"), attached hereto as Exhibit A and incorporated herein, for two more years, ending on June 30, 2012. Except for extending the term (length) through June 30, 2012 and a change in the annual base salary as identified below in Paragraph 2, the terms and conditions of employment shall be the same as the Original Agreement.

Nothing in this Extension shall prevent, limit or otherwise interfere with the right of the District to terminate the Extension for any reason, or no reason at all. Early termination is subject only to the provisions set forth in Section 5 of the Original Agreement.

Nothing in this Extension shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from this position with the District, subject only to the provisions set forth in Section 5 of the Original Agreement, during the term of this Extension.

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

**2. ANNUAL BASE SALARY**

The annual base salary under this Extension is \$134,550 payable in semi-monthly installments on the 15th and 30th. KPPCSD's Board of Directors (or its designee) may conduct performance reviews of the Employee. Increases in the Employee's base salary during the term of this Extension shall be at the sole discretion of the Board of Directors.

Kensington Police Protection and Community Services District Board of Directors

*Charles E Toombs*

Charles E. Toombs, President

Date: Sept 9, 2010

General Manager/Chief of Police Employee

*Greg Harman*

Greg Harman

Date: 8/9/2010

# GENERAL MANAGER AND CHIEF OF POLICE EMPLOYMENT AGREEMENT

## Second Extension

WHEREAS, the Kensington Police Protection and Community Services District (hereinafter "KPPCSD" or "District") desires to continue to employ as an at-will employee the services of Greg Harman (hereinafter "Employee") as the General Manager and Chief of Police for the District;

WHEREAS, while terminable at will by either the District or Employee during its term, Employee's original employment agreement, attached hereto (Exhibit A), with the District was from September 4, 2007 until June 30, 2010 (Original Agreement);

WHEREAS, the Agreement was extended through June 30, 2012 per the First Extension, dated September 9, 2010 and attached hereto (Exhibit B) (First Extension);

WHEREAS, the Board performed an evaluation of the employee at the June 6<sup>th</sup> and June 26<sup>th</sup> Board meetings;

WHEREAS, since the expiration of the First Extension, June 30, 2012, employee has been working as an at-will employee of the District under the terms and conditions of the expired Agreement;

WHEREAS, the District desires to extend Employee's employment for two additional years to June 30, 2014;

WHEREAS, the District also desires to (1) implement a one-time merit and cost of living payment for services rendered since the employee was last evaluated in 2009, (2) set a new annual base salary and (3) set guidelines for increases in compensation during the term of the Second Extension; and

WHEREAS, with the exception of the changes in the First and Second Extensions, the District desires that the employment continue under the same terms and conditions of the Original Agreement, as amended, which shall remain in full force and effect.

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

### 1. SECOND EXTENSION

Unless terminated earlier by either the District or Employee, the District hereby agrees to extend, and Employee accepts, the terms and conditions of Employee's original employment agreement (Original Agreement), as amended by the First Extension, attached hereto and incorporated herein as Exhibits A and B, for two more years, ending on June 30, 2014. Except for extending the Term (length) through June 30, 2014, a one-time payment for merit and cost of living, and a change in the annual base salary as identified below in Paragraph 2, the terms and conditions of employment shall be the same as the Original Agreement, as amended by the First Extension.

Nothing in this Second Extension shall prevent, limit or otherwise interfere with the right of the District to terminate the Second Extension for any reason, or no reason at all. Early termination is subject only to the provisions set forth in Section 5 of the Original Agreement.

Nothing in this Second Extension shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from this position with the District, subject only to the provisions set forth in Section 5 of the Original Agreement, during the term of this Second Extension.

Nothing in this Second Extension shall preclude the termination of this Agreement by mutual consent of both parties hereto.

**2. ONE-TIME PAYMENT; ANNUAL BASE SALARY AND ADJUSTMENT GUIDELINES**

- a) Following the Board's evaluation of the Employee for services rendered from December 2009 through March 15, 2012, the District authorized a one-time merit and cost of living payment of \$16,754.
- b) Effective July 1, 2012, the annual base salary under this Extension is \$148,441, payable in semi-monthly installments on the 15th and 30th.
- c) The District also authorized applying an automatic 5% annual salary adjustment to the base salary to be applied on the anniversary of his employment, June 30, 2013. In addition, the Employee is also eligible for a 1% annual merit increase, to be applied at the sole discretion of the Board of Directors on his anniversary.

IN WITNESS THEREOF, the parties hereto have executed this Second Extension to the Original Agreement this day and year first written below.

Kensington Police Protection and Community  
Services District Board of Directors

Charles E. Toombs  
Charles E. Toombs, President

Date: July 25, 2012

General Manager/Chief of Police Employee

Greg Halman  
Greg Halman

Date: July 25, 2012