

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

**THIRD EXTENSION**

**Recitals**

- A. On February 9, 2017, the Kensington Police Protection and Community Services District (hereinafter “KPPCSD” or “District”) retained **Rickey L. Hull** (hereinafter “Hull” or “employee”) as Interim Chief of Police and Interim General Manager Hull’s roll as General Manager ceased on June 12, 2017 but he has continued as Interim Chief of Police. Hull’s current contract with the District expired on June 30, 2019 and has continued on a month-to-month basis since that date.
- B. On January 1, 2019, the District granted Hull a four percent (4%) raise in salary, for an annual total of \$134,192.29.
- C. Hull is aware of and understands that as Interim Chief of Police for the District he serves at the pleasure of the General Manager and is subject to the General Manager’s supervision, control and direction. Hull understands that the Board of Directors of the District (hereinafter “Board”), also has the right to establish rules and regulations governing the conduct of the Department and all of its employees including the Interim Chief of Police.
- D. The parties understand that 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 continue the employment of Hull as Interim Chief of Police to perform the functions and duties of Chief of Police 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. A non-exclusive list of the Chief of Police’s duties are set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

B. Hull hereby agrees to perform all such functions and duties to the best of his ability and in a competent and efficient manner. Hull further agrees to focus his full professional time, ability and attention to District business during the term of this Agreement. Consequently, Hull 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 Hull 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 Hull under this Agreement.

C. General Manager shall have the authority to extend this Agreement for a period of up to two months. Notwithstanding the foregoing, the Board of Directors must approve (i) any other amendment to this Agreement and (ii) any action that changes, revokes, amends or supersedes Hull's at-will status.

## **2. TERM**

A. Unless terminated earlier by either the District or Hull, this Agreement shall be in full force and effect starting **July 1, 2019**, and ending **September 30, 2019**. (the "Term"). The Parties shall have the option to mutually agree to extend the term of this Agreement in writing for up to an additional three months, to and including **December 31, 2019**, on the same terms as set forth herein.

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 Hull to resign at any time from this position with the District.

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

## **3. SALARY AND COMPENSATION**

A. Hull shall receive a base pay of \$134,192.29. This amount is in lieu of any other pay that would be due under the Memorandum of Understanding between the District and the Kensington Police Officers Association ("KPOA MOU") except as expressly set forth herein.

B. Hull's pay is payable in semi-monthly installments on the 15th and the 30th of each month.

C. From January 1, 2019 to the effective date of this contract ("Transitional Period"), Hull's payment schedule was based on a base salary of \$132,216.29, with a presumed lump sum longevity pay of \$2200 due at the end of December. At the end of the first pay period in December 2019, Hull shall receive a payment calculated to reflect the difference between the (a) the semi-monthly payments that he actually received during the Transitional Period and (b) the payments that he would have received had those payments been based on his total \$134,192.29 (i.e., \$134,192.29 divided by 26).

## **4. AT-WILL EMPLOYMENT STATUS**

A. Hull is a confidential, at-will employee and serves as Interim Chief of Police at the pleasure of the General Manager. Hull 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 Hull and the District and either may terminate the employment at any time, for any reason, or no reason at all. Hull and District agree that no representative of the District has made or can make any promises, statements, or representations which state or imply that Hull is hired, employed, or retained under any terms other than as an at-will employee.

B. Due to the interim nature of the position, District and Hull understand and agree that Hull will be permitted to return to his status as Master Sergeant, upon termination of this Agreement, provided Hull 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 Chief of Police's duties and responsibilities under this Agreement; or Hull's violation of any law which can be punished as a felony committed at any time. The determination of whether Hull is terminated due to misconduct is in the District's sole discretion; provided, however, that Hull 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 Chief of Police, Hull 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 Chief of Police position is exempt from overtime laws including but not limited to the Fair Labor Standards Act. As such, Hull 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**

Hull 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 Hull for holidays regardless of whether or not they are worked; provided, however, that Hull 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 Hull 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 Hull'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. 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 Hull's coverage level elected (Employee only, Employee + 1, or Employee + 2 coverage), less a \$125 monthly employee contribution, and less the PEMHCA minimum contributed under 7.B. If Hull elects a plan that costs more than the Kaiser Bay Area HMO, Hull will be responsible for the \$125 monthly contribution plus any amounts above the District's maximum contribution.

D. If Hull retires as the Interim Chief of Police, Hull 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 Hull's health plan premium shall be the PEMHCA minimum as determined by CalPERS on an annual basis. This paragraph shall not preclude Hull from exercising his return rights under Section 4.B.

E. 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**

Hull 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 two percent (2.0%) of Hull's nine percent (9.0%) mandatory CalPERS contribution, and Hull will pay seven percent (7.0%) of the mandatory contribution.

## **9. ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

Unless modified herein, Hull 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 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

\_\_\_\_\_  
Eileen Nottoli, President

Date: \_\_\_\_\_  
Interim Chief of Police Hull

\_\_\_\_\_  
Rickey L. Hull

Date: \_\_\_\_\_