

**EMPLOYMENT AGREEMENT BETWEEN THE CITY OF GRASS VALLEY
AND COMMUNITY RELATIONS COORDINATOR**

1. Effective Date

This Agreement shall become effective when it has been executed by Community Relations Coordinator, hereinafter referred to as Community Relations Coordinator or Employee, and the City Manager.

2. Term of Employment

Community Relations Coordinator shall serve at the pleasure of the City Manager and on an “at will” basis during the term of this Agreement, subject to the terms and provision of this Agreement as set forth below. The term of this Agreement shall be from the effective date through December 31, 2020, unless terminated earlier by either party in accordance with Section 10 of this Agreement or extended by mutual agreement of the parties to this Agreement in writing.

3. Duties; Hours of Work

A. Community Relations Coordinator shall perform those functions and duties as specified in Exhibit “A” and by direction of the City Manager or the Police Chief. Community Relations Coordinator shall perform such duties in accordance with the highest professional and ethical standards of the Community Relations Coordinator position. Community Relations Coordinator shall not engage in any activity that is, or which may become, incompatible with the City of Grass Valley, as provided by federal, state, and local law. During the term of this Agreement, Community Relations Coordinator shall not work for another government agency, unless prior written authorization otherwise is received from the City Manager or the Police Chief.

B. Community Relations Coordinator shall work approximately 16-20 hours per week, and no more than 900 hours in each year, calculated based on the effective date of the agreement. Community Relations Coordinator shall generally perform work during regular work hours consistent with schedules approved for other City Directors. Community Relations Coordinator shall work no more than eight (8) hours in any day and forty (40) hours in any week.

4. Compensation

A. Community Relations Coordinator shall be paid an hourly wage as determined by the wage rates set forth in Exhibit “A”, and payable in equal bi-weekly payments to be made at the same time as other employees are paid.

B. Employee specifically waives any right to a 4/5 vote of the City Council prior to removal from his or her position, as provided under City Charter Article IX, Section 2. Employee acknowledges that the City Manager is the appointing authority and may also remove Employee from this position without action of the City Council.

5. Sick Leave

A. Community Relations Coordinator shall accrue one hour of paid sick leave for every 30 hours worked, which the Community Relations Coordinator may use consistent with the City's personnel rules. Such sick leave represents mandatory leave required by the Healthy Workplaces, Healthy Families Act of 2013, Labor Code section 245 et seq. The Community Relations Coordinator may begin to use accrued sick leave on the 90th day of his or her employment.

B. Community Relations Coordinator may carry over up to 48 hours of sick leave into the next year. Any accrued sick leave above 48 hours shall expire on December 31 of each year.

C. On separation from employment with the City, Community Relations Coordinator shall not be entitled to any compensation for accrued sick leave.

6. Retirement

Pursuant to Government Code section 20305, Community Relations Coordinator shall be excluded from any participation in the Public Employee Retirement System (CalPERS) as a part-time employee who will not complete 1,000 hours of work for the City in any calendar year.

7. Annual Performance Evaluation

The City Manager and/or the Police Chief shall evaluate "Community Relations Coordinator's" performance at least once annually. The City Manager, Police Chief and Community Relations Coordinator shall annually develop mutually agreeable performance goals and criteria which the City Manager and/or the Police Chief shall use in reviewing "Community Relations Coordinator's performance in the following year. It shall be "Community Relations Coordinator's responsibility to initiate this review each year.

8. Indemnification

City shall defend, hold harmless and indemnify Community Relations Coordinator against any claim, demand, judgment, or action of any type or kind arising within the course and scope of "Community Relations Coordinator's employment to the extent required by Government Code Sections 825 and 995. Notwithstanding anything to the contrary in this section, pursuant to Government Code Section 53243.1, if the City provides funds for the legal criminal defense of Employee, any funds provided for that purpose shall be fully reimbursed by Employee to the City if Employee is convicted of a crime involving an abuse of office or position. Employee recognizes that City shall have the right to compromise and settle all actions or proceedings in which City is providing Employee a defense, even if Employee objects to such compromise or settlement.

9. Other Terms and Conditions of Employment

A. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Community Relations Coordinator, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Grass Valley Charter or Municipal Code, or other applicable law.

B. The provisions of the City's Civil Service Rules and Regulations ("Rules") shall apply to Community Relations Coordinator to the extent they explicitly apply to the position of Community Relations Coordinator, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Community Relations Coordinator a property right in his or her employment or a right to be discharged only upon cause. Community Relations Coordinator is not a member of the competitive/classified service and is an "at will" employee serving at the pleasure of the City Manager and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement. The provisions of Article IX, Section 2, requiring a 4/5 vote of the City Council to remove a Department Head do not apply to this Agreement and are specifically waived by Employee as provided in Section 4(D) of this Agreement. Community Relations Coordinator is not entitled to any employment benefits, except as described in this Agreement. Notwithstanding any other provision of this Agreement, Community Relations Coordinator shall not violate any policy prohibiting discrimination, harassment, retaliation, workplace violence, or other similar misconduct as set forth in the Rules and in federal, state law, and local law.

C. Community Relations Coordinator shall be exempt from paid overtime compensation.

10. Termination

A. Community Relations Coordinator is not part of the competitive (classified) service and therefore is an "at will" employee. As an "at will" employee, Community Relations Coordinator may be terminated by the City Manager with or without cause, and without advance notice or City Council action.

B. If Community Relations Coordinator is terminated by the City Manager without cause, Community Relations Coordinator, after termination and upon executing a claim waiver and release of liability, will be entitled to one month's severance pay. Such severance shall be determined based on an average of wages paid over the three months preceding termination. The severance will be paid at the time of separation from City employment. Notwithstanding anything to the contrary in this subsection, pursuant to Government Code Section 53243.2, if the Agreement is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of his office or position.

C. If Community Relations Coordinator is terminated by the City for cause, Community Relations Coordinator is not entitled to any severance pay whether or not advance notice of termination is provided. If Community Relations Coordinator is terminated for cause, Community Relations Coordinator must be given notice of the cause and supporting evidence. Community Relations Coordinator is entitled to meet with the City Manager at which time Community Relations Coordinator may reply orally and/or in writing to the cause and supporting evidence. The meeting is not an evidentiary hearing. There is no right to appeal the City Manager's decision. The City Manager's decision is final. For purposes of this Agreement, the term "for cause" shall include any of the following:

- (i) use of alcohol or drugs that impedes performance of duties;
- (ii) conviction of a felony or misdemeanor involving moral turpitude (a plea or verdict of guilty or a conviction following a plea of nolo contendere is deemed a conviction for this purpose);
- (iii) a proven claim of either sexual harassment or abuse of employees in violation of law or adopted City policy;
- (iv) willful and repeated failure to carry out the lawful directives or policy decisions of the City Council or the City Manager; or
- (v) willful abandonment of the position or continued and unexcused absence from duty.

D. Community Relations Coordinator may voluntarily terminate his or her employment, by resignation or retirement or some other similar manner, upon at least two weeks' notice. In this circumstance, Community Relations Coordinator is not entitled to any severance pay.

E. In the event an Employee dies while employed by the City, his/her beneficiary or those entitled to his/her estate shall be paid for any earned compensation to which the Employee is entitled as of the final day on City payroll. City may request appropriate documentation to ensure such persons are beneficiaries or otherwise entitled to participate in Employee's estate.

11. Compliance With Law

This Agreement is subject to all applicable provisions of federal, state, and local laws, including the Grass Valley Municipal Code, except for the application of specific provisions of the City Charter which are waived as set forth herein.

12. General Provisions

- A. This Agreement constitutes the entire agreement between the parties. City and Community Relations Coordinator hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement.
- B. If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.
- C. Any notice to City pursuant to this Agreement shall be given in writing, either by personal service or by registered or certified mail, postage prepaid, addressed as follows:

City Manager
City of Grass Valley
125 East Main Street
Grass Valley, CA 95945

Any notice to Community Relations Coordinator shall be given in a like manner, and, if mailed, shall be addressed to Community Relations Coordinator at the address shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally, or (b) on the second (2nd) calendar day after mailing, if mailed.

- D. If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.
- E. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver and either party shall be free to enforce any term or condition of this Agreement with or without notice to the other notwithstanding any prior waiver of that term or condition.

13. Amendments

This represents the entire agreement between the parties. Amendments to this agreement may be made at such times as approved by the City Manager and Community Relations Coordinator and shall be in writing.

Dated: _____

Tim Kiser, City Manager

Dated: _____

Jamal Walker, Community Relations
Coordinator

Approved as to form:

Dated: _____

Michael G. Colantuono, City Attorney

Exhibit A
(Rate of Pay and Functions and Duties)

RATE OF PAY: \$32.50 per hour

SUMMARY OF JOB PURPOSE

Community Relations Coordinator serves as the liaison between all communities by ensuring the successful progression of programs, policies, and oversight. A primary function of this position is to carryout the provisions of the Grass Valley Police Department's Community Relations policy and/or any other similar City of Grass Valley policies, directives, or initiatives.

Under direction, assists with developing, maintaining, and promoting effective community and interagency relationships between the City of Grass Valley and its Police Department and local/state governmental agencies, elected and appointed officials, and the community as a whole as well as communities within our area.

Under general supervision, an incumbent of this position is responsible for the coordination of various special programs and acts as a liaison between the municipality and various organizations and/or individuals. The incumbent will be knowledgeable about services and programs offered by the municipality and develop an understanding of community needs. Contact and relationship building with municipal department personnel, public officials, community and business leaders and the general public is an important aspect of this position.

DISTINGUISHING CHARACTERISTICS

Community Relations Coordinator performs routine to moderately difficult support services, representation and advocacy as a team member of the City of Grass Valley under the supervision of Grass Valley Police Department.

Work assigned to incumbents requires understanding and appropriately applying knowledge regarding program functions, policies, practices and procedures gained through experience. Incumbents are expected to exercise initiative and judgment in selecting appropriate work methods and resolving problems by referring to appropriate reference documents, materials, and relational interactions with all individuals. An incumbent must exercise sound independent judgment and political acumen in implementation plans.

The following statements are intended to describe the general nature and level of work being performed. They are not intended to be construed, as an all-inclusive list of all responsibilities, duties, and skills required of the employee:

Major responsibilities:

- The Community Relations Coordinator serves as the liaison between partners in ensuring the successful progression of program and policy initiatives and implementation
- Attends meetings, seminars and forums of interest to keep informed of changing trends or legislative initiatives
- Assists with establishment and/or makeup of a community advisory committee(s) consisting of community members, community leaders and other community stakeholders (e.g., representatives from ethnic or racial communities, schools, churches, businesses, institutions, social service organizations, etc.) by ensuring the makeup of the committee reflects the demographics of the community to include communities of color and/or minority populations
- Works with the community advisory committee to identify information that may increase transparency regarding department operations
- Monitors publications and networks for relevant information
- Recommends responses and action plans as a result of interacting with the external stakeholders and ensures effective communication practices
- Develops, plans, and/or coordinates various system-wide activities (e.g. community outreach, media/public relations functions, etc.) for the purpose of enhancing community relationships, improving community trust and participation, and accessing and developing emerging relationships with traditionally underserved communities or community members
- Designs, in conjunction with the department, the implementation and solicitation of feedback from external stakeholders for the purpose of improving services and programs
- Provides forecasting of future needs of the greater community and corresponding City and/or department policy considerations
- Performs other related duties as assigned by the Chief of Police or their designee

SUPERVISION RECEIVED AND EXERCISED

Direct supervision is provided by the Chief of Police. General policy guidance and/or general direction may be provided by the City Manager.

ESSENTIAL FUNCTIONS (include but are not limited to listed tasks):

1. Ability to perform responsibilities listed above
2. Fulfill administrative responsibilities assigned by the Chief of Police
3. Plan organize and assist in the development and implementation of an organizational philosophy with an emphasis on community and relational policing
4. Maintain personal contact with members of the community
5. Make recommendations of staff training and personnel development
6. Demonstrate effective verbal and written communication

7. Demonstrate fluency in a second language or ability to work with interpreter
8. Development and maintenance of record keeping systems and procedures
9. Creates bulletins and other written correspondence designed to educate staff and community of issues and opportunities among key agencies or other stakeholders
10. Researches and compiles data
11. Demonstrate effective interpersonal communication, including the ability to work effectively with a wide range of constituencies in a community of diverse thoughts and backgrounds
12. Work effectively with diverse populations
13. Develop and implement collaborative projects and initiatives.
14. Problem Solve and access resources in a complex environment
15. Identify, organize, prioritize, and schedule multiple job responsibilities
16. Exercise good judgment in unexpected or emergency situations
17. Deal effectively with the public, sometimes in stressful situations
18. Work flexible hours to allow for participation in occasional evening and weekend community outreach and events
19. Prepare professional and high-quality written correspondence.
20. Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.
21. Perform other duties as assigned.

QUALIFICATIONS

Knowledge of:

1. Needs assessments, program development, and outcome measurement.
2. Community, community resources and cultural competency
3. Preparation of complex policies, procedures, and reports
4. Principles and practices of leadership, motivation, team building and conflict resolution.
5. City and department rules and regulations.
6. Safe working practices and risk management
7. Computer applications or other automated systems, such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments

Ability to:

1. Communicate clearly and concisely, both orally and in writing, including the preparation and delivery of public presentations.
2. Analyze situations quickly and objectively and determine a proper course of action
3. Recommend improvements in department operation and in the rules, regulations, and policies governing the department
4. Train staff
5. Establish and maintain effective working relationships with those contacted in the course of work

6. Interact with a diverse community, show compassion, and build consensus in developing approaches to police services
7. Develop and implement comprehensive plans to provide effective community-based police services; interpret and explain laws as well as department policies and procedures
8. Build relationships through discussion and interpersonal interactions
9. Operate and use modern office equipment including computers and applicable software
10. On a continuous basis, sit at desk and in meetings for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple and power grasping and fine manipulation; use telephone, and communicate through written means.

EDUCATION, EXPERIENCE AND LICENSES:

1. Completion of an Associates of Arts or Associates of Sciences degree from an accredited college in a related field is desirable. Highschool graduation or equivalency required. College credits toward, or experience in, field(s) similar to the job essential functions may substitute for educational requirements
2. Must have an acceptable driving record and possess an appropriate and valid California Driver's License

GENERAL

The City reserves the right to revise or change classification duties and responsibilities as the need arises. The description does not constitute a written or implied contract of employment.