

**AGREEMENT BETWEEN THE CITY OF ANTIOCH
AND
STEVEN A. FORD FOR EMPLOYMENT AS POLICE CHIEF**

The Agreement ("Agreement"), dated for reference purposes only the 24th day of October, 2022 is made and entered into by and between the City of Antioch, California ("City") and Steven A. Ford ("Ford").

RECITALS

WHEREAS, the City Manager desires to employ Ford to serve in the position of Police Chief for the City;

WHEREAS, Ford desires to be employed by the City as its Police Chief and to perform and assume responsibility for the provision of professional services to the City and its related agencies; and

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

Section 1 – Employment

- 1.1 **Duties**. City hereby employs Ford as Police Chief for the City to perform the functions and duties of Police Chief as specified in the City's class specification and Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper functions and duties in an efficient, competent, and ethical manner and shall devote his best efforts and full-time attention thereto.
- 1.2 **Work Schedule**. It is recognized that Ford is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside of the normal office hours to the business of the City. Ford acknowledges that proper performance of the duties of Police Chief will require Ford to generally observe normal business hours, as set by the City and may be duly revised from time-to-time, and will also often require the performance of necessary services outside of normal business hours. Ford's compensation is not based on hours worked, and Ford shall not be entitled to any compensation for overtime.
- 1.3 **Other Activities**. Ford shall focus his professional time, ability, and attention to City business during the term of this Agreement. Ford shall not engage in any other business duties or pursuits whatsoever, or directly or indirectly render any services of business, commercial, or professional in nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict of interest with the City, or that otherwise might interfere

with the business or operation of the City or the satisfactory performance of the functions and duties of Police Chief.

1.4 Employment Status. Ford is an at-will employee serving at the pleasure of the City Manager. The City Manager may terminate the employment of Ford at any time as set forth in Section 4.1 and Section 4.2 of this Agreement, except as otherwise provided by Government Code sections 3304(c) and 3304.5. Ford is excluded from the City's Personnel Rules and Regulations. Ford holds no property right in his employment, where one does not exist by rule of law for the position of the Police Chief for the City. This Agreement does not create a property interest in Ford's employment.

1.5 City Documents. All data, studies, reports and other documents prepared by Ford while performing his duties during the term of this agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Ford in connection with the performance of this Agreement shall be held confidential by Ford to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Ford, without the prior written consent of the City Manager, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

Section 2 – Term.

2.1 Commencement and Effective Date. Ford shall commence his services as Police Chief on October 23, 2022, such date will also be deemed the effective date of this Agreement ("Effective Date"). This agreement shall be in effect until October 22, 2027, unless terminated by either party in accordance with the provisions set forth in Section 4.

Section 3 – Compensation.

3.1 Salary. The City agrees to pay Ford for the performance of his duties and functions a starting annual salary as follows: \$256,272 (Salary Schedule Step E). Ford shall receive educational pay and Senior Officer/Longevity Pay, in accordance with the Antioch Police Sworn Management Association (APSMA) Memorandum of Understanding in effect as of the effective date of this Agreement and in accordance with any subsequent Memorandum of Understanding approved by the City Council.

The City Manager shall determine annually whether Ford shall be granted a cost of living adjustment (COLA) provided other Antioch Police Sworn Management employees per the

The City Manager shall determine annually whether Ford shall be granted a cost of living adjustment (COLA) provided other Antioch Police Sworn Management employees per the City of Antioch Police Sworn Management Association Memorandum of Understanding in effect as of the effective date of this Agreement and in accordance with any subsequent Memorandum of Understanding approved by the City Council.

Salary will be paid in installments at the same time that other employees of the City are paid. Ford shall not be entitled to receive payment or credit for, and City shall not pay or credit Ford for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. Ford acknowledges that the position of Police Chief is exempt from the provision of the Fair Labor Standards Act (FLSA).

3.2 Benefits. During the term of this Agreement and his employment hereunder, Ford shall be entitled to receive benefits on the same terms and conditions as stated in the APSMA Memorandum of Understanding in effect as of the effective date of this Agreement and in accordance with any subsequent Memorandum of Understanding approved by the City Council., unless otherwise set forth in this Agreement.

3.3 Vacation. Vacation will be accrued at the rate of 3.385 hours per pay period. Vacation accrual shall be capped at two times Ford's annual accrual rate. Ford shall be eligible to cash out up to 80 hours of vacation annually, with approval of the City Manager.

3.4 Sick Leave. Sick leave will be accrued at the rate of 3.692 hours per pay period. Upon separation, Ford shall receive payment for forty percent (40%) of his sick leave, to a maximum of 320 hours.

3.5 Administrative Leave. Administrative Leave of 96 hours will be credited to Ford the first pay period after January 1st each year. Admin leave is a use it or lose it accrual and balances shall not be carried over from one calendar year to the next. For the calendar year 2022, Ford shall receive 18.215 hours of administrative leave in addition to the administrative leave he has received for APSMA.

3.6 Holidays. Ford shall receive paid holidays as defined in the Management Benefits Document.

3.7 Floating Holidays. Ford shall receive floating holidays as defined in the Management Benefits document.

3.8 Deferred Compensation. Ford shall receive a City contribution of five percent (5%) of base pay into his deferred compensation 457 plan.

3.9 Use of City Automobile. Ford's duties as Police Chief including responding to emergencies, require the professional use of a vehicle provided by the City at all times during the duration of this Agreement. Therefore, in lieu of a car allowance and mileage

Except as expressly set forth in this Agreement, Ford shall not be entitled to nor be paid for any other benefits available to non-Executive Management employees of the City.

Section 4 – Termination.

4.1 Termination without Cause. Ford is an at-will employee serving at the pleasure of the City Manager. The City Manager may, upon compliance with Government Code section §3304.5, if requested, terminate Ford's employment at any time, for any reason, with or without good cause and for convenience of the City. In the event Ford is proposed for termination and provided written notice, Ford can request an administrative hearing within ten (10) calendar days following the date of the City Manager's notice of termination. The administrative hearing provided thereafter need not be conducted according to technical rules of evidence and witnesses, and need only be supported by reliable evidence.

The City Manager's right to terminate Ford pursuant to this section shall not be subject to or in any way limited by the City's personnel rules or past City practices related to employment, discipline or termination of its employees. Nothing in this Agreement shall be construed to create a property interest, where one does not exist by rule of law, in the job or position of Chief of Police. Ford shall remain an at-will employee serving at the pleasure of the City Manager. Ford expressly waives any rights provided for the Chief of Police under the City's personnel rules and regulations, except as provided herein

The City Manager shall give Ford six (6) months advance notice of termination from employment. In recognition of the unique aspects of the position of Police Chief, in addition to the six months' notice, the City agrees to pay Ford severance in the form of monthly payment of regular salary and benefits for an additional six months beyond the actual date of termination, or until he obtains other comparable employment, whichever occurs first. "Comparable employment" shall mean employment paying seventy-five (75%) or more of his then current Police Chief salary. Any payment of severance is specifically conditioned on Ford's execution of a waiver and release of all claims against the City accrued during the duration of Ford's employment with the City in a form acceptable to the City.

4.2 Termination with Cause. In the event of termination for cause, there shall be no advance notice requirement, nor severance payment. For purposes of this Agreement, termination for cause by the City Manager shall include, but not be limited to, the following: (1) insubordination, (2) dishonesty, (3) embezzlement, (4) violation of Federal, State or local requirements pertaining to conflict of interest, (5) conviction of a criminal act, (6) involvement in any act involving moral turpitude that would compromise Ford's effective performance as Police Chief, (7) taking a position adverse to the interests of the City without the City's prior written consent, (8) violation of any fiduciary duty owed to the City, (9) failure to abide by the employment restrictions under this Agreement, (10) failure to observe or perform any of his duties and obligations under this Agreement, if that failure continues for a period of thirty (30) days after Ford receives written notice from the City Manager specifying the acts or omissions deemed to constitute that failure, (11) willful or persistent material breach of duties, (12) any illegal or unethical act involving personal

gain, gross insubordination, or gross malfeasance; or (13) failure to cooperate or participate in a City administrative investigation when named as a subject of the investigation.

For any of the foregoing, the City may, in its discretion place employee on paid or unpaid administrative leave until resolution. If terminated for cause, the City shall have no obligation to pay Ford any severance. The termination for cause provided for herein shall only be effective upon compliance with Government Code §§ 3304(c) and 3304.5, if requested, by Ford. In the event an administrative appeal or hearing is requested in writing by Ford within ten (10) calendar days following the notice of termination, Ford shall be entitled to a limited evidentiary hearing compliant with Government Code §§ 3304(c) and 3304.5.

4.3 Notice of Separation. Ford may terminate this agreement at any time with or without cause, provided he provides the City Manager with at least forty-five (45) days advanced written notice. Ford expressly agrees that he shall not be entitled to any severance pay as the result of his termination of this Agreement.

Section 5 – Inability To Perform Essential Duties and Functions.

Ford agrees that if he is unable to perform the essential duties and functions of the Police Chief position for any reason for more than 120 consecutive calendar days, the City may terminate this Agreement. If the City elects to terminate this Agreement based on Ford's inability to perform the essential duties and functions of the Police Chief position, it will so advise Ford in writing sent to Ford's last known home address. Such termination shall not be deemed termination for "Cause" as defined in this Agreement, unless Ford chooses to contest the termination pursuant to Section 4.2 above. At the time the City provides such notice, it will pay Ford for all earned pay and accrued, unused vacation benefits, less legally required deductions. However, Ford will not be entitled to any severance payments described above pursuant to Section 4.1 of this Agreement.

Section 6 – Performance Evaluations.

6.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Ford so as to facilitate a more effective management of the Police Department and the City. Nothing herein shall be deemed to alter or change the employment status of Ford (as set forth in Section 1.4 above), nor shall this Section 6 be construed as requiring "cause" to terminate this Agreement, or the services of Ford hereunder.

6.2 Annual Evaluation. The City Manager shall review and evaluate the performance of Ford annually within forty-five (45) days after each anniversary of the Effective Date of this Agreement. In addition, Ford shall submit for the City Manager's consideration at those times established by the City Manager, but at least annually, Ford's proposed

performance goals and objectives and incorporate the City Manager's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 6.1 above.

6.3 Written Summary. The City Manager may, at his sole discretion, elect to provide a written summary of each performance evaluation to Ford within two (2) weeks following the conclusion of the review and evaluation process, and may, at his sole discretion, schedule at least one (1) closed personnel session with Police Chief to deliver and discuss the evaluation.

Section 7 – Assistance in Litigation.

Ford agrees that he will furnish information and proper assistance to the City as it may reasonably require with any litigation in which it is or may become involved, either during or after the termination of this Agreement. Ford further agrees that he will not discuss, reveal or convey any information or documents pertaining to the City to any person or entity, or to any attorney for or representative of any person or entity, with actual or potential claims adverse to the City except pursuant to duly issued legal process or as otherwise authorized by the City. Ford understands that attempting to use any such information against the City in any future subsequent proceeding against the City can be deemed "self-help" discovery and the City would be permitted to petition for the return of any unauthorized use and for appropriate sanctions to be issued. Ford agrees to notify the City immediately upon receipt of any legal process pertaining to the City. This provision shall not apply to any criminal investigation targeting any City official or employee.

Section 8 – Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of California.

Section 9 – Headings. The headings used in this Agreement are provided for convenience only and may not be used to construe meaning or intent.

Section 10 – Assignment. Neither this Agreement nor any interest in this Agreement may be assigned.

Section 11 – Severability. If any provision or portion of this Agreement is held to be invalid or unenforceable, this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision(s) or portion(s) had never been included.

Section 12 – Notices. Notices pursuant to this Agreement will be deposited with the United States Postal Service, postage prepaid and addressed as follows:

City:
City Managers Office
City of Antioch
P.O. Box 5007
Antioch, CA 94531- 5007

With a copy to: City Attorney
City of Antioch
P.O. Box 5007
Antioch, CA 94531 – 5007

Ford:
Steven A. Ford
At the current address in the payroll system

Section 13 – Modification. This Agreement may only be modified by a writing executed by the parties, the City Manager having approved the modification on behalf of the City.

Section 14 – Independent Legal Advice. The City and Ford represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, and the City and Ford further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

Section 14 – Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, and contains all agreements between Ford and the City regarding his employment as Police Chief. Ford and the City agree that no representations, inducements, promises or agreements, oral or otherwise, have been made to either party, or anyone acting on behalf of either party, which are not stated herein, and that no agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

City of Antioch

By:  Date: 10/25/22
Cornelius H. Johnson, Interim City Manager

Approved as to form:

 Date: 10/25/2022
Thomas Lloyd Smith, City Attorney

Attest:

 Date: 10/25/22
Elizabeth Householder, City Clerk

Accepted by:

 Date: 10/24/22
Steven A. Ford