

CITY OF LYNDEN  
INTERIM POLICE CHIEF  
EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (the “Agreement”) is entered into this 21st day of May 2019, by and between the CITY OF LYNDEN, a Washington municipal corporation (hereinafter the “City”) and Michael Knapp (hereinafter “Employee”) and is effective May 21, 2019.

**WHEREAS**, the current Police Chief John Billester is retiring on July 5th, 2019; and

**WHEREAS**, the City desires to employ Michael Knapp as an interim Police Chief; and

**WHEREAS**, it is the desire of the City Council to provide certain conditions of employment and set working conditions and conditions of temporary employment; and

**NOW, THEREFORE**, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. EMPLOYMENT

1.1 The City hereby agrees that Michael Knapp is employed as the interim Police Chief for the City of Lynden, effective June 24, 2019, and Michael Knapp hereby accepts under such employment, the terms and provision of this Agreement.

II. DUTIES

2.1 Scope of Work. The Employee shall perform all of those responsibilities, duties, and obligations as set forth in the City of Lynden Police Chief Position job description attached hereto as “Attachment A,” and such other duties and responsibilities as are legally and properly assigned by the Mayor or the City Administrator.

2.2 Exempt Position. The Employee is designated as an FLSA Executive Exempt employee and, subject to the City Administrator’s approval, is permitted to design a flexible work schedule as may be warranted to accomplish the continuing objectives of the City, subject to the restriction on hours of work set forth in Section 2.4 of this Agreement. The position of interim Police Chief is also exempt from the provisions of the Washington State Minimum Wage Act.

2.3 Exclusive Employment. During the term of this Agreement, Employee agrees to remain exclusively employed by the City and not to become employed by any other employer until the effective date of termination or resignation. The term “employed” shall not be interpreted to include occasional teaching, writing, or consulting work which does not interfere or conflict with the Employee’s ability to effectively discharge his assigned duties.

2.4 Hours of Work. The standard workweek is forty (40) hours, but Employee's schedule of work shall vary in accordance with the work required to be performed, including such time as is necessary outside normal office hours.

### III. SALARY

3.1 Commencing on June 24, 2019, Employee's base salary shall be City of Lynden, Range 36 for Police Chief (S-10) at Step 10 (\$11,080.04 per month). The Employee shall be eligible for cost of living adjustments. The schedule of pay shall be in accordance with City of Lynden Personnel Policies and Procedures AD-24.

### IV. PERFORMANCE EVALUATION

4.1 The City Administrator will ordinarily review and evaluate the performance of Employee as needed. Performance and evaluations shall be in accordance with City of Lynden Personnel Policies and Procedures AD-03. The City Administrator and Employee shall define goals and performances objectives of the City's Police Department, and shall further establish a relative priority among those various goals and objectives within the annual operating and capital budgets and the appropriations provided.

### V. PERSONAL DEVELOPMENT

5.1 The City shall pay Employee's dues in professional groups, provided they are approved in advance by the City Administrator.

5.2 The City shall pay for the reasonable expenses of Employee's necessary travel and living expenses to represent the City at conferences, seminars, and training classes approved in advance by the City Administrator.

5.3 The City recognizes the desirability of representation in and before local civic organizations, and Employee is authorized to become a member of such civic organizations as approved in advance by the City Administrator. The City agrees to pay the membership fees to Employees in such civic organizations.

### VI. VACATION, SICK, HOLIDAY, OTHER LEAVE

6.1 Vacation Leave. Employee shall accrue vacation leave at sixteen and 68/100ths (16.68) hours per month (8.34 hours per pay period) during the term of this Agreement. Accrued but unused vacation leave will be paid out at 100% upon termination.

6.2 Sick Leave. Employee shall accrue sick leave at eight (8) hours per month during the term of this Agreement. Such sick leave shall be cumulative from month to month. There shall be no payout of accrued sick leave at termination.

6.3 Holidays. Employee shall be entitled to two (2) personal, floating holidays to be used during the term of this Agreement based on an eight (8) hour day, and may be used in less than

full-day increments. Unused personal, floating holiday hours will not be cashed out upon termination or resignation. In addition, while this Agreement is in effect, Employee shall be entitled to the following nine (9) holidays (banked as floating holidays) based on an eight (8) hour day, under the terms of this Agreement. These holidays accrue as they occur and holiday hours that have not accrued shall not be cashed out upon termination or resignation.

- a. New Year's Day
- b. Martin Luther King JR's Birthday
- c. President's Day
- d. Memorial Day
- e. Labor Day
- f. Veteran's Day
- g. Thanksgiving Day
- h. Day after Thanksgiving
- i. Christmas Day

6.4 Bereavement. Employee shall be entitled to five (5) days of bereavement leave without loss of pay for a death in the immediate family, defined as wife, husband, significant other, son, daughter, mother, father, brothers, sister, grandparents, and grandchildren, including step and in-laws, of either Employee or Employee's spouse or significant other. Three (3) days of bereavement leave without loss of pay shall be allowed for any other family member not defined as immediate family.

6.5 Administrative Leave Pending Investigation. The City Administrator may place the Employee on paid administrative leave under circumstances which make it reasonably appropriate for Employee to be absent from the workplace during investigation, resolution, or pendency of procedures appropriate to the circumstances involving Employee.

## VII. BENEFITS

7.1 Employee agrees to forgo health insurance for the term of this Agreement in exchange for payment equivalent to 60% of the City's contribution of health insurance premium for Kaiser Permanente / 200 for active employee and spouse. The City shall provide vision and dental coverage through Teamsters Welfare Trust and pay 100% of Employee's premiums for the same. The City shall provide Employee Assistance Program (EAP) and pay 100% of Employee's premiums for the same.

7.2 The City shall contribute an amount of \$250 per month to either the Nationwide deferred compensation plan or the Washington State Department of Retirement System deferred compensation plan, at the Employee's election and following Employee's enrollment in the plan. In addition, the City will contribute to the Washington State Department of Retirement System for LEOFF II in an amount provided for by State and Federal laws.

7.3 Employee shall be covered under the City's associated cities risk pool insurance for any tort, professional liability claim or demand, or any other legal action, whether groundless or not, subject to the terms and limitations of that insurance coverage.

## VIII. OTHER PROVISIONS

8.1 The City shall provide the following subject to tax pursuant to federal guidelines:

- a. Unmarked police vehicle to enable Employee to respond from home or otherwise away from the office; provided, however, that the vehicle may be used for personal business subject to City policy on take home vehicles; and
- b. Initial clothing allowance in the amount of \$500 and a \$600 clothing maintenance allowance in February 2020.

## IX. TERMINATION AND RESIGNATION

9.1 Termination. The City can terminate Employee at any time for any cause, with or without notice (except the required notice under Paragraph 10.1), subject to applicable Federal and State laws. Employee shall be entitled to compensation up through the last day of actual service. If termination does not arise out of Employee's conviction of any felony, illegal action involving personal gain or any other action involving moral turpitude, dishonesty, or deception, then Employee shall be entitled to a cash out of unused, accrued vacation leave and floating holiday pay as provided for in Section VI.

9.2 Employee Initiated Resignation. Nothing herein shall prevent or limit Employee's right to resign at any time from his employment with the City, provided, however, that Employee is required to provide thirty (30) days' notice prior to the effective date of resignation. If such notice of resignation is made and it does not arise out of Employee's conviction of any felony, illegal action involving personal gain or any other action involving moral turpitude, dishonesty, or deception, then Employee shall be entitled to a cash out of unused, accrued vacation leave and floating holiday pay as provided for in Section VI.

## X. TERM

10.1 This Agreement shall commence on June 24, 2019 and shall termination on or before June 24, 2020. Should the City appoint a new Police Chief prior to June 24, 2020, the City shall provide Employee thirty (30) days' notice of sooner termination. The term of this Agreement may be extended by agreement of both parties in writing.

## XI. GENERAL PROVISIONS

11.1 Notice. All required notices by the City to the Employee or by Employee to the City shall be delivered either personally to the addressee or may be deposited in the United States Mail, postage prepaid, to the address of the person receiving the notice, indicated below. Any notice so posted in the United State Mail shall be deemed received three (3) days after the date of mailing and the effective date of any such notice shall be the date of mailing.

Notice address for the City:  
c/o City Administrator  
300 4th Street  
Lynden, WA 98264

Notice address for the Employee:

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A party may update their notice address by providing written notice to the other party.

11.2 Dispute Resolution. Any disputes shall first be submitted to mediation. If mediation is unsuccessful, or if either party refuses to engage in mediation, the dispute shall be decided by binding arbitration before the Judicial Arbitration and Mediation Services (“JAMS”) located in Seattle, Washington. Each party shall bear the costs of preparation and presentation, including attorneys’ fees and expert witness fees, of its case before arbitration. The cost of the arbitrator shall be shared equally. The decision of the arbitrator shall be binding and final on the parties. The arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures unless the parties agree otherwise. The Agreement shall be governed by the laws of the State of Washington.

11.3 Non-Waiver. Failure by any of the parties to insist upon the strict performance of any covenant, duty, term, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or covenant, duty, term, agreement, or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of their rights or any conditions to their obligations hereunder, or any duty, obligation, or covenant. No waiver of any provision of the Agreement shall be deemed a waiver of any other provision of this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue to be in full force and effect with respect to any other existing or subsequent breach thereof.

11.4 Severability. If any term or provision contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.5 Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provision of this Agreement.

11.6 Entire Agreement. The entire agreement between the parties is contained in this Agreement and Attachment A, as may be amended. This Agreement supersedes all of their previous understandings and agreements, written or oral, with respect to this transaction. This Agreement may be amended only by written instrument, duly authorized and executed by the parties subsequent to the date hereof.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

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Scott Korthuis, Mayor

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Michael Knapp, Employee

Approved as to form:

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Robert A. Carmichael, City Attorney