

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of June, 2021 between the City of Spring Lake Park, Minnesota (the “City”), and Josh Antoine (the “Police Chief”).

### BACKGROUND FACTS

- A. The City wishes to employ the services of Josh Antoine as the Spring Lake Park Police Department Chief of Police.
- B. The City and Mr. Antoine desire to provide for certain procedures, benefits and requirements regarding the employment of Mr. Antoine by the City.
- C. Mr. Antoine wishes to accept employment as the Police Chief, under the terms and conditions of this Agreement.

### TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

- 1. Duties: City agrees to employ Mr. Antoine as the Police Chief of the City of Spring Lake Park Police Department to perform all duties as specified by law and ordinance and perform such other proper duties as assigned by the City Council and the Administrator, Clerk/Treasurer.
- 2. Compensation: The Police Chief position is an exempt position. Mr. Antoine, shall receive an annual salary equal to the amount contemplated in the current “Step 6” of the 2021 Spring Lake Park Salary Schedule for Police Chief, commencing upon the occurrence of both of the following: 1) Formal appointment of Mr. Antoine to the position by the City Council; and 2) full execution of this Agreement by all parties. Mr. Antoine acknowledges and agrees that upon accepting the position of Police Chief, and in consideration of compensation and covenants contained herein, he shall discontinue his membership within the Sergeant’s bargaining unit and shall thereafter be a non-bargained employee of the City. Compensation shall be paid according to the City’s normal payroll calendar. The Police Chief will receive a performance evaluation annually. An adjustment in annual salary for the Police Chief shall be considered at the time performance reviews are given by the Council, provided a satisfactory performance evaluation is received, and provided the Police Chief has not reached the top of the salary schedule.
  - a. Effect of Compensation Study: The City is presently (2021) engaged in a compensation study of positions throughout the organization, including the Police Chief position. Mr. Antoine and the City acknowledge and agree that the Police Chief salary pay schedule may be altered during this process. In the event that the Police Chief salary schedule is altered, Mr. Antoine shall be placed within the pay step the value of which is closest to the currently contemplated rate of pay, without decreasing the Police

Chief's salary, and regardless of the number of the proposed "Step". The Police Chief's salary shall thereafter be adjusted as set forth above.

3. Terms and Conditions: The Police Chief will serve at the will of the City Council and may be terminated with or without cause at any time. Any of the following will constitute termination with cause and would result in no severance:
  - a. Inefficiency or incompetence in office that is not corrected after a reasonable identification of deficiency during the annual performance evaluation or other performance evaluation and after being given an appropriate opportunity to correct to the satisfaction of the majority of the City Council.
  - b. Legal Malfeasance or nonfeasance in office.
  - c. Gross misconduct, including but not limited to, a conviction of a felony or equivalent level offense or a conviction for an illegal act committed for the purpose of personal gain to Police Chief.

Should the City terminate the employment of the Police Chief without cause, he will receive three (3) months' severance pay and benefits at the rate and levels then in effect for the Police Chief (but excluding access to a take-home vehicle). Additionally, he will have the option to resign and receive three (3) months' severance pay and benefits at the rate and levels then in effect (but excluding access to a take-home vehicle) if: (1) the Police Chief salary is cut (other than as part of an across-the-board reduction for all department head employees); or (2) the City materially breaches this Agreement and refuses, following reasonable written notice, to cure the breach and comply with the terms of this Agreement; or (3) if the Council requests his resignation.

If the Police Chief decides to separate from employment, he will provide the City with a minimum of 45 days' notice of his intent to separate.

4. Minnesota Public Employees Retirement System (PERA): City will contribute at the same rate as other employees as provided by Minnesota Law. The City shall execute the necessary documents to allow Mr. Antoine to enroll in a deferred compensation plan selected by agreement of the City and Mr. Antoine. Mr. Antoine may contribute to the deferred compensation plan from his own earnings. The City will not contribute to any plan beyond PERA.
5. Insurance Coverage: The Police Chief will be provided insurance coverage at the same rate as other non-bargained City employees.
6. Vacation: The Police Chief will start employment with the status of a 17-year employee for the purposes of calculating vacation, and vacation will accumulate at the same rate and in the same manner as other non-bargained employees, pursuant to the

City Personnel Policy. Police Chief's original hire date with the Department of November 3, 2003 shall be used to calculate vacation accrual.

7. Sick Leave: The Police Chief will accumulate sick leave at the same rate and in the same manner as other non-bargained employees, pursuant to the City Personnel Policy.
8. It is recognized that Mr. Antoine must devote a great deal of time outside the normal office hours on business for the City, and to that end Mr. Antoine shall be allowed to establish an appropriate work schedule, subject to the approval of the Administrator, Clerk/Treasurer, which shall not be unreasonably withheld.
9. Business Expenses: City will reimburse the Police Chief for all reasonable employment related expenses per the City Personnel Policy.
10. Take-Home Vehicle: The City will provide the Police Chief with a take-home vehicle for use in employer business, during the term of Mr. Antoine's employment as Police Chief. The vehicle shall be returned to the City immediately upon Mr. Antoine's separation from employment with the City or removal from the position of Police Chief.
11. Phone: The Police Chief will have the option to receive either: 1) a stipend of \$50 per month for the purpose of using his personal cell phone for City business; or 2) a separate cell phone purchased by the City on which City business is to be conducted. In either event, the Police Chief will make his designated mobile number available for City business use during business and non-business hours. In the event a separate phone is purchased, the parties agree said phone is the property of the City and shall be returned upon Mr. Antoine's separation from employment with the City or removal from the position of Police Chief.
12. Uniform Allowance: The Police Chief shall receive the same uniform allowance as is provided to the Spring Lake Park Police Department Sergeants in their bargaining unit's contract with the City.
13. Dues, Subscriptions, and Continuing Education: The City shall budget and provide for the professional dues and subscriptions for the Police Chief which are deemed reasonable and necessary for the Police Chief's participation in national, regional, state and local associations necessary and desirable for the Police Chief's continued professional training, participation, growth and advancement, pursuant to the terms of the City Personnel Policy. All activities included in this section shall be budgeted for annually and are subject to Council approval.
13. Expenses for Official Events/Meetings: The City shall budget and pay, up to the amount budgeted, necessary and reasonable registration, travel and subsistence expenses of the Police Chief for professional and official travel, meetings and occasions adequate to continue the professional development of the Police Chief and to pursue necessary, official and other committees to which the Police Chief serves as a member.

The Police Chief shall use good judgement in his outside activities so he will not neglect his primary duties to the City. The Police Chief shall not be entitled to receive mileage compensation when using the take-home vehicle.

14. Outside Activities: The employment provided for by this Agreement shall be the Police Chief's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Police Chief may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or be a conflict of interest with his responsibilities under this Agreement. Any such activities shall be pre-approved by the Administrator, Clerk/Treasurer.
15. Indemnification: The City shall defend, hold harmless, and indemnify the Police Chief pursuant to state and local law, including but not limited to Minn. Stat. 466.07, as may be amended from time to time. In event the City's obligations pursuant to this paragraph are triggered, the City shall retain the authority, but not the obligation, settle any such claim or suit and pay the amount of any settlement or judgement thereon.
16. General Conditions of Employment: In addition to the benefits cited herein, the City shall provide the Police Chief with all benefits that apply to other non-bargained employees.
17. Binding Effect: This Agreement shall be binding on the City and the Police Chief and the successors, assigns, and heirs of each, respectively.
18. Term: This Agreement shall remain in effect during the term of Mr. Antoine's employment with the City as Police Chief. This Agreement may be amended only by written instrument, executed by Mr. Antoine and the City.
19. Transition from Present Leadership: Police Chief shall be appointed to the position of Police Chief immediately, upon execution of this Agreement and ratification of the appointment by the City Council, however he shall not assume command authority until the transition from present leadership is complete as stated herein. Upon his appointment by the Council and execution of this Agreement, Mr. Antoine shall be immediately entitled to all compensation and benefits contemplated herein, with the exception of the use of the take-home vehicle, which shall be transferred to Mr. Antoine's use upon the effective date of the retirement of the current Chief of Police. The current Chief of Police will remain employed with the City until August 16, 2021, to assist in Mr. Antoine's transition and acclimation to the position. The current Chief of Police shall retain command authority until the effective date of his retirement on August 16, 2021, at which time full command authority of the Spring Lake Park Police Department shall be vested in Mr. Antoine.

This Agreement is now being executed by the parties as of the date stated at the beginning of this Agreement.

*[Signature page to follow]*

City of Spring Lake Park, Minnesota

By: \_\_\_\_\_  
Robert Nelson Mayor

ATTEST:

\_\_\_\_\_  
Daniel Buchholtz  
Administrator, Clerk/Treasurer

By: \_\_\_\_\_  
Josh Antoine Police Chief