

**AGREEMENT BETWEEN THE CITY OF WHEATLAND
AND MICHAEL C. GARLOCK FOR POLICE CHIEF SERVICES**

This Agreement ("Agreement") is made and entered into this XXth day of XXXX, 2025, by and between the City of Wheatland, a municipal corporation ("City") and Michael C. Garlock, an individual ("Garlock"), who agree as follows:

1. Employment. City hereby appoints and employs Garlock as Police Chief of the City, and Garlock hereby accepts such employment, on and subject to the terms and conditions of this Agreement.

2. Term. This Agreement shall remain in effect for a three-year term, until October 31, 2028, unless sooner terminated as provided by the termination provision below.

3. Duties. Garlock shall perform those duties and have those responsibilities that are commonly assigned to a Chief of Police of a city in California, and as may be further set forth in the Wheatland Municipal Code. Garlock also shall perform such other duties and responsibilities as assigned by the City Manager from time to time. Garlock at all times shall act in the best interests of the City and perform his duties in a competent and professional manner.

4. Hours. Garlock acknowledges that his position is a full-time, salaried management position that is exempt from the accrual of overtime. It is anticipated that Garlock shall work an average of five days per week. However, that time may vary depending on the City's needs. Garlock shall not engage in any conduct, other employment, or business, commercial or professional pursuits, whether for compensation or otherwise, that would interfere with his responsibilities and duties to City or that would reflect unfavorably upon the interests of City. Any outside employment, consulting or business conducted by Garlock during the term of this Agreement requires the prior written approval of the City Manager.

5. Compensation.

(a) For all services to be rendered by Garlock under this Agreement, City shall provide to Garlock a salary as listed in the City of Wheatland Salary Schedule in the amount of \$65.53 per hour, consistent with the Step 2 Police Chief classification adopted by the City of Wheatland effective July 1, 2025. Upon the date of his annual employment review, and with the approval of the City Manager, Garlock will be eligible for salary increases from Step 2 to Step 3, and the following year from Step 3 to Step 4, as provided by the applicable salary schedule. Salary shall be paid at the times and in the same manner as other City employees are paid.

(b) Garlock shall be entitled to receive any cost of living or similar increase granted by City to General Employee Association member employees during the term of this Agreement.

(c) Garlock shall not be compensated for overtime hours worked or otherwise earn or be entitled to compensatory time off for hours worked in excess of eight hours per day or 40 hours per week and shall not otherwise be entitled to any other incentive pay.

(d) Garlock shall receive 40 hours of Administrative Leave annually. Administrative leave hours do not accrue and will expire if they are not used by December 31 in the year in which they were earned, and these hours have no cash value in the event any unused balance is remaining upon termination of Agreement.

(e) Garlock shall receive \$300 per month in lieu of health benefits.

(f) Garlock shall be entitled to participate in the City of Wheatland MissionSquare 401(a) program with a 7% City match to a required 3% employee contribution.

(g) Garlock shall receive a \$75 phone allowance consistent with the phone allowance granted by the City to other City employees.

(h) City shall provide Garlock a group life insurance policy not to exceed \$75,000 as provided to the city's miscellaneous employees.

(i) Garlock shall participate in City's disability insurance programs in the same manner as other public safety employees.

(j) Garlock shall accrue sick and vacation leave at the same rate as City's miscellaneous employees and is eligible for pay out of unused vacation leave upon termination of employment, consistent with the Personnel Rules then in effect.

(k) City-related direct business expenses shall be reimbursed to Garlock by the City. Itemized documentation shall be required for any such reimbursement. Reimbursement for uniform expense shall not exceed \$1,000 per year.

(l) City authorizes Garlock to take home a City vehicle equipped with emergency lights and radio. This practice is designed to help facilitate the Chief of Police's ability to respond to scenes, meetings, hospitals, multi-agency events and critical incidents as quickly as possible. It is understood that Garlock may not use the City vehicle for personal use other than driving to and from work.

(m) City shall budget for travel and conference expenses and membership in professional organizations in order for Garlock to attend official meetings and occasions in an amount that is reasonably adequate to continue the professional development of Garlock and to reasonably pursue necessary official and other functions for City. In adopting the budget, the City has discretion to set what it deems an appropriate number for attendance at conferences and meetings and membership in professional organizations.

(n) Except as provided for in this Agreement, Garlock's employment shall be governed by the City Personnel Rules and Regulations Manual (City Resolution No. 42- 19), as such rules and regulations may be amended by City from time-to-time. If any term or condition of this Agreement is inconsistent or in conflict with a term or condition in the Personnel Rules and Regulations Manual, the provision in this Agreement shall govern. If any term or condition of this Agreement is inconsistent or in conflict with a federal or state law, the law shall govern.

6. **Ownership of Documents.** Every document, report, study, spreadsheet, worksheet, plan, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by Garlock during the term of his employment (the "Work") shall be the property of City. City shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work and prepare derivative and additional documents or works based on the Work without further compensation to or permission from Garlock.

7. **Termination.** This Parties intend for this Agreement to create an at-will employment relationship. This Agreement may be terminated prior to its expiration date in any one of the following ways:

(a) By mutual agreement of the parties, expressed in writing.

(b) By Garlock, upon giving City not less than 30 days prior written notice of his election to resign from employment and terminate this Agreement.

(c) By the death of Garlock.

(d) By City, for cause, upon giving to Garlock written notice of immediate termination. The written notice of termination shall specify: (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement for cause, and (2) the opportunity of Garlock to meet with the City Council on the reasons for his termination. If Garlock requests a meeting, the meeting will be held at the City Council's earliest convenience in a closed session, unless Garlock requests an open session. After the meeting, the City Council may affirm, modify, or reverse its discretion to terminate for cause. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes City operations; conduct that tends to bring discredit to City; conduct unbecoming an employee in public service; mishandling of City funds; any intentional misrepresentation or fraud in connection with the performance of his duties; theft of City property; violation of law; or a material breach of this Agreement.

(e) By City, upon action of the City Manager, without cause, upon giving Garlock 30 days prior written notice of termination. In the event that a new City Manager is appointed by the City Council, the newly appointed City Manager shall not terminate this Agreement without cause for a period of 120 days following the City Manager's appointment as the City Manager. The purpose of this exception is to allow a newly appointed City Manager sufficient time to observe the actions and abilities of Garlock in the performance of his duties under this Agreement, any applicable job description, and applicable federal, state, and local law. After the expiration of the 120-day period, the City Manager may terminate Garlock, without cause, upon giving Garlock 30 days prior written notice of termination. Nothing in this subsection 7(e) shall modify the intention of subsections 7(a), 7(b), 7(c), or 7(d) of this Agreement.

Upon termination of the Agreement, the City and Garlock are released from any and all duties and obligations to the other, except as provided for in this Agreement.

8. **Eligibility for Severance Pay.** In the event the employment relationship is terminated for cause, Garlock shall not be entitled to severance pay. If the employment relationship is terminated without cause, Garlock will be eligible to receive severance pay in the amounts set forth below, if he executes a separation agreement as provided by the City:

- (a) Upon completion of one year of service under the contract, Garlock is eligible for one month of severance pay;
- (b) Upon completion of two years of service under the contract, Garlock is eligible for two months of severance pay; and
- (c) Upon completion of three years of service under the contract, and if the City elects to extend the contract, Garlock could be eligible for three months of severance pay.

9. **Entire Agreement.** The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts, or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced and incorporated in this Agreement as provided above.

10. **Notices.** Any notice to be given to Garlock shall be sufficiently served if given to him personally or if deposited in the United States Mail, regular pre-paid mail, or with a recognized overnight delivery service such as UPS or FedEx, addressed to him at his most recent residence address as shown on the City's payroll records. Any notice to be given to City shall be addressed to the City Council and delivered or mailed to the City Clerk at City Hall.

11. **Successors and Assigns.** This Agreement is personal to Garlock. He may not transfer or assign the Agreement or any part of it. Subject to this restriction on transfer and assignment, this Agreement shall bind, and inure to the benefit of, the successors, assigns, heirs, and legal representatives of the parties.

12. **Amendments.** This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by City must be approved by the City Council at a noticed public meeting. Individual City Council members do not have the authority, express or implied, to amend, modify, waive, extend or in any way alter this Agreement or the terms and conditions of Garlock's employment.

13. **Waiver.** The waiver at any time by either party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

14. **Construction and Interpretation.** The parties agree and acknowledge that this Agreement has been arrived at through negotiation and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

15. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16. **Governing Law and Venue.** Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. The County of Yuba will be venue for any state court jurisdiction and the Eastern District of California will be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

CITY OF WHEATLAND

MICHAEL GARLOCK

Bill Zenoni, City Manager

Michael Garlock

Attest:

Lisa Thomason, City Clerk