

**CITY COUNCIL MEETING  
OF THE  
CITY OF PARLIER**

**“SPECIAL MEETING AGENDA”**

**DATE:** Wednesday, November 30, 2016  
**TIME:** 6:00 P.M.  
**PLACE:** Parlier City Council Chambers  
1100 E. Parlier Avenue  
Parlier, CA. 93648

**I. CALL TO ORDER/WELCOME:**

*Roll Call:* Mayor Alma M. Beltran, Mayor Pro-Tem Raul Villanueva, Councilwoman Diane Maldonado, Councilwoman Yolanda Padilla, Councilman Juan Montaña, City Clerk Dorothy Garza.

*Flag Salute:* Mayor Alma M. Beltran

*Invocation:*

**II. DEPARTMENT REPORTS:**

**A. ADMINISTRATION DEPARTMENT:**

- 1. SUBJECT:** Consideration of the Employment Agreement between the City of Parlier Richard J. Ehle, for Chief of Police Services.

**RECOMMENDATION:** Staff recommends the City Council of the City of Parlier approve the Employment Agreement between the City of Parlier and Richard J. Ehle; and authorize the City Manager to execute such agreement. Upon City Attorney review and approval.

**III. ADJOURNMENT:**

**ADA Notice:** In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 646-3545 ext. 227. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

**Documents:** Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the front counter at City Hall located at 1100 E. Parlier Avenue, Parlier, CA. during normal business hours. In addition, most documents are posted on the City’s website at [parlier.ca.us](http://parlier.ca.us)

**STATEMENT ON RULES OF DECORUM AND ENFORCEMENT**

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Parlier City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

#### **GENERAL RULES OF DECORUM**

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Council members if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impeded the orderly conduct of any Council meeting.



AGENDA ITEM: 11-A1  
MEETING DATE: 11-30-16  
DEPARTMENT: Administration

## REPORT TO CITY COUNCIL

### SUBJECT:

City Council of the City of Parlier approve the Employment Agreement between the City of Parlier and Ricard J. Ehle,

### RECOMMENDATION:

Honorable Mayor and Councilmembers:

Staff recommends the City Council of the City of Parlier approve the Employment Agreement between the City of Parlier and Richard J. Ehle; and authorize the City Manager to execute such agreement.

### BACKGROUND:

Richard J. Ehle is a retired employee, who has over 409 years of progressive law enforcement experience. He most recently served as Chief of Police for the Capitola Police Department from 2001 until his retirement in 2010. He previously served as an Assistant Director for the California Department of Corrections Office of Investigative Services (OIS) and the Office of Internal Affairs (OIA). Prior to joining the Department of Corrections, he served with the Oakland Police Department for 25 years, retiring as Captain of Police.

Mr. Ehle graduated with a BA in Administration of Justice from California State University San Jose and attended California State University Hayward's MPA program. He is a graduate of the FBI National Academy. He has California Commission on Peace Officers Standards and Training Executive Certificates and a lifetime teaching credential, teaching at both the junior and college and university levels as well as for the various state and federal agencies including FEMA, DOJ, Federal Corrections, and Executive office of Weed and Seed.

### Fiscal Impact:

As interim Chief of Police, Ehle shall receive compensation at \$ 60.58 an hour, but not to exceed \$ 8,400.00 per month and work. Ehle work schedule shall be 32 hours a week or as mutually agreed upon with the City Manager.

Written by,

Israel Lara Jr. City manager

**EMPLOYMENT AGREEMENT  
CITY OF PARLIER AND RICHARD J. EHLE**

This Employment Agreement ("Agreement") is made effective as of the last date signed below between the City of Parlier, CA ("Parlier") and Richard J. Ehle ("Ehle") with respect to the following recitals, which are a substantive part of this Agreement:

RECITALS

- A. Ehle is a retired California Public Employee Retirement System ("PERS") employee, retiring from the City of Capitola Police Department, as Chief, in January 2010.
- B. Parlier is in need of someone to perform the functions of an Interim Chief of Police on a temporary basis.
- C. Ehle represents that he has the qualifications, including any required POST certifications and required background checks, to perform the functions of Interim Chief of Police for Parlier on a temporary or interim basis, or will otherwise obtain those certifications and background checks prior to or immediately after appointment.

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

1. Appointment as Interim Chief of Police. Ehle shall be appointed as Interim Chief of Police on an interim basis effective on December 9, 2016, at 5:00 p.m. This appointment shall remain until Parlier eliminates the position of Interim Chief of Police or appoints a permanent Chief of Police, up to the maximum term specified herein and subject to earlier termination as set forth herein.
2. Term of Appointment: Maximum Hours. The term of appointment specified in paragraph 1 shall be through June 30, 2017, or Ehle working 960 hours, whichever occurs first. Ehle recognizes that under PERS requirements for retired employees, he may not work more than 960 hours in each fiscal year.
3. Ehle Responsibilities. Ehle shall perform the responsibilities of Interim Chief of Police on an interim basis and in accordance with customary professional standards for those positions, in accordance with all applicable POST requirements, and in compliance with all applicable laws. Ehle shall follow the adopted Police Department Policy Manual, subject to ordinary updates and Chief of Police general orders and directives. Ehle shall comply with all City policies and ordinances and shall be subject to the control and direction of the City Manager.

4. Hours of Work. Ehle shall work those hours necessary to perform the functions of Interim Chief of Police on an interim basis and subject to the maximum hours set forth in paragraph 2. Ehle's work schedule shall be 32 hours a week or as mutually agreed upon with the City Manager.

5. Compensation. Ehle shall receive the following compensation:

a. Interim Chief of Police Salary. As Interim Chief of Police, Ehle shall receive compensation at \$60.58 an hour, but not to exceed \$8400 a month.

Parlier shall pay Ehle salary in accordance with standard Parlier practices, which is paid every month. Standard payroll deductions for retirees shall apply.

6. Benefits. Ehle shall not be entitled to any medical, retirement, vacation, sick leave, bereavement leave, compensatory time off, or other benefits.

7. City Vehicle. Ehle will have a right to use a City vehicle while performing the functions of Interim Chief of Police. If no City vehicle is available, Ehle shall be reimbursed at the current rate set by the Internal Revenue Service.

8. Reimbursement of Expenses. Ehle shall be entitled to the same reimbursement for lodging, meals and other out-of-pocket expenses incurred during travel on Parlier business, as authorized for the departmental directors, while traveling on Parlier business. Parlier will make direct payment to the provider of lodging during Ehle's tenure with Parlier.

9. Termination. This Agreement shall terminate as follows:

a) Ehle serves as an at-will employee of Parlier and he may be terminated at any time by Parlier with or without cause:

i. By Parlier Without Cause. By Parlier at any time upon not less than 14 days written notice from the City Manager.

ii. By Parlier for Cause. By Parlier at any time "for cause". "For cause" shall mean any of the following: (i) the refusal to follow the lawful directions of the City Manager; (ii) failure to substantially perform any of the required duties of the Interim Chief of Police; (iii) repeated unexcused absences; (iv) conviction of a felony; (v) conviction of a misdemeanor crime involving acts of moral turpitude; (vi) willful misconduct; (vii) material breach of this Agreement.

b) Expiration of the Term of Appointment. Upon expiration of the term of appointment as set forth in paragraph 2.

c) By Ehle. By Ehle upon not less than 14 days written notice to the City Manager.

10. Indemnity And Defense. Parlier agrees to extend to Ehle, in any action or proceeding on account of any act or omission of Ehle within the courses and scope of services for Parlier provided pursuant to this Agreement, those rights of indemnification, including the right that Parlier pay any judgment or make any compromise or settlement of an action, and the right to provide for a defense for actions or proceedings as are granted to employees of a public entity under the provisions of Division 3.6 (commencing the Section 810), Title 1, of the Government Code of the State of California.

11. Entire Agreement; Independent Review. This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and no party has relied upon representations, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed to be merged into this Agreement. Each party represents that it has reviewed this Agreement and obtained independent review by professionals as each party deemed appropriate prior to entering into this Agreement.

CITY OF PARLIER

RICHARD J. EHLE

\_\_\_\_\_  
Israel Lara Jr., City Manager

\_\_\_\_\_  
Richard J. Ehle

Dated: \_\_\_\_\_, 2016

Dated: \_\_\_\_\_, 2016