



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

January 10, 2023

SUBJECT: Council Consideration and Adoption of Resolution approving an Employment Agreement with Damiean Sylvester for position of Police Chief

PREPARED BY: Jim Goodwin

Recommendation

Staff recommends adopting Resolution No. 01-23 approving an Employment Agreement as presented.

Background/Discussion

Damiean Sylvester was appointed Wheatland Police Chief in January 2020. His initial three (3) year employment agreement expires on January 12, 2023.

Consistent with the authority delegated to him under Wheatland Municipal Code section 2.06.030.B, the City Manager negotiated with Mr. Sylvester regarding the extension of the contract. Following negotiation, the City Manager proposes to extend the contract for three years ending on January 12, 2026. Pursuant to the attached Resolution, Resolution No. 01-23, the City Council confirms its approval of the employment agreement as negotiated by the City Manager.

Alternatives

The City Manager could seek another candidate to serve as the City's Police Chief, or could negotiate an employment agreement with different terms.

Fiscal Impact

If approved by the City Council, Chief Sylvester's contract will be amended as follows:

- **The contract will be extended for three years until January 12, 2026.**
- **Pay will start at Step 4 of the Police Chief Classification Schedule as adopted by the City Council effective July 1, 2022.**
- **Subject to City Manager review, the Chief will be eligible for a normal merit increase 2024.**
- **Subject to City Manager review, the Chief will be eligible for an additional merit increase of 5% in 2025.**

- The Chief will receive a \$75,000 life insurance policy (same as other permanent, miscellaneous employees).
- The Chief is eligible for 40 hours of administrative leave annually.
- The Chief is eligible to receive three months of severance pay if terminated without cause.
- All other provisions of the Chief's current contract remain in effect.

Attachments

1. Resolution No. 01-23 approving First Amendment to Agreement Between the City of Wheatland and Damiean Sylvester for Police Chief Services

RESOLUTION NO. 01-23

APPROVING AN EMPLOYMENT AGREEMENT WITH DAMIEAN SYLVESTER FOR SERVICES AS WHEATLAND POLICE CHIEF

WHEREAS Damiean Sylvester was appointed City of Wheatland Police Chief in January 2020; and

WHEREAS Chief Sylvester's initial employment agreement will expire on January 12, 2023; and

WHEREAS, Wheatland Municipal Code section 2.06.030.B provides that the City Manager has "the authority to enter into and sign, pursuant to power delegated to the city manager under [Government Code](#) Section 40602, contracts of employment or services contracts with individuals or firms as necessary to exercise the city manager's authority to administer, implement and enforce the city personnel system;

WHEREAS the City Manager wishes to enter into a new Employment Agreement with Mr. Sylvester for services as Police Chief, and the City Council concurs with the City Manager's proposal;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wheatland hereby approves the attached Employment Agreement (Attachment 1) and directs the City Manager to execute the agreement, pursuant to the authority delegated to him under Wheatland Municipal Code section 2.06.030.

PASSED AND ADOPTED by the City Council of City of Wheatland, State of California this 10th day of January 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Rick West, Mayor

**FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF WHEATLAND
AND DAMIEAN SYLVESTER FOR POLICE CHIEF SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WHEATLAND AND DAMIEAN SYLVESTER FOR POLICE CHIEF SERVICES is made and entered into effective January 10, 2023 by and between the **CITY OF WHEATLAND (CITY)**, a municipal corporation, and **DAMIEAN SYLVESTER (SYLVESTER)**, an individual, and is based on the Recitals and matters set forth herein.

RECITALS

- A. **SYLVESTER** serves as **CITY's** Police Chief pursuant to the **AGREEMENT BETWEEN THE CITY OF WHEATLAND AND DAMIEAN SYLVESTER FOR POLICE CHIEF SERVICES** dated January 10, 2020 (the "**AGREEMENT**").
- B. Following negotiations between **SYLVESTER** and **CITY**, and in consideration of the good and valuable services **SYLVESTER** has been performing for **CITY** under the **AGREEMENT**, and **CITY's** desire to retain **SYLVESTER** to continue to perform those services, the **PARTIES** desire to amend the **AGREEMENT** to include the additional provisions stated below.
- C. Collectively, the **AGREEMENT** and this **AMENDMENT** will be referred to hereafter as the "**AGREEMENT**" and will constitute the entire understanding and agreement of the **PARTIES**.

IN CONSIDERATION of the mutual covenants contained herein and for good and valuable consideration, the **PARTIES** agree as follows:

**SECTION 1
Modification of Paragraph 2**

Paragraph 2 of the **AGREEMENT** is amended to read as follows:

Term. This Agreement shall remain in effect through January 9, 2026, unless sooner terminated as provided by the termination provision below.

**SECTION 2
Modification of Paragraph 5**

Paragraph 5, subparagraph a of the **AGREEMENT** is amended to read as follows:

5. Compensation.

(a) For all services to be rendered by Sylvester under this Agreement from January 11, 2023 through January 10, 2024, City shall provide to Sylvester a salary as listed in the City of Wheatland Salary Schedule, consistent with the Step 4 Police Chief classification adopted by the City of Wheatland effective July 1, 2022. Upon the date of his annual employment review in 2024, and with the approval of the City Manager, Sylvester will be eligible for salary increases from Step 4 to Step 5 as provided by the applicable salary schedule. Upon the date of his annual employment review in 2024, and with the approval of the City Manager, Sylvester will be eligible for a merit salary increase of 5%. Salary shall be paid at the times and in the same manner as other City employees are paid.

Paragraph 5, subparagraph e of the **AGREEMENT** is amended to read as follows:

(e) In consideration of Sylvester's prior law enforcement service, Sylvester shall accrue vacation benefits at the highest level provided in the Personnel Rules (currently 160 hours annually). Additionally, in recognition that the job often requires extra hours, Sylvester shall be entitled to 40 hours of administrative leave each calendar year, which will expire if they are not used before December 31, and which have no cash value in the event that any unused balance is remaining upon the termination of this AGREEMENT. Sylvester shall earn sick leave at the same rate as other full-time employees;

Subparagraph l is added to Paragraph 5 of the **AGREEMENT**, to read as follows:

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

SECTION 3
Modification of Paragraph 8

Paragraph 8 of the **AGREEMENT** is amended to read as follows:

8. Eligibility for Severance Pay. In the event the employment relationship is terminated for cause, Sylvester shall not be entitled to severance pay. If the employment relationship is terminated without cause, Sylvester will be eligible to receive three months of severance pay.

Except as specifically modified by the terms of this **AMENDMENT**, the provisions of the **AGREEMENT** are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this **AMENDMENT** with an effective date as set forth above.

CITY OF WHEATLAND

DAMIEAN SYLVESTER

Jim Goodwin, City Manager

Damiean Sylvester

ATTEST:

Lisa Thomason, City Clerk