



*Central Marin Police Authority*  
Staff Report

**TO: Police Council**

**FROM: Management Committee**

**DATE: August 2, 2018**

**RE: Resolution No. 2018/14 - Authorizing the Management Committee to Execute the First Amendment to the Employment Agreement with Police Chief Michael Norton**

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**ACTION REQUESTED**

That Council hear the staff presentation, take public comment, then adopt Resolution No. 2018/14, granting authority to the Management Committee to execute the first amendment to the employment agreement with the Chief of Police.

**SUMMARY AND BACKGROUND**

The Management Committee is requesting authority from the Police Council to execute the first amendment to the employment agreement with Police Chief Michael Norton. The proposed amendment memorializes the proposed annual salary increase, which follows the same terms as the Central Marin Police Officers Association's employment contract which was approved at the May 3<sup>rd</sup> Police Council meeting.

The Police Chief's current annual salary is \$190,648 and it is proposed that his salary be increased by 2%, or \$3,418, to \$194,461. This proposed increase of 2% is the same as the CMPA POA's contracted amount for Fiscal Year 2018-19.

The Management Committee took input from the Police Council regarding the Chief's performance during a Closed Session at their May meeting, and has completed the Chief's annual performance evaluation. There was consensus among both the Police Council and the Management Committee that the Chief's performance during the past year has been more than satisfactory.

With the exception of salary, the existing employment agreement is structured such that the benefits package is automatically adjusted to follow changes to the compensation package of other sworn command staff employees.



*Central Marin Police Authority*  
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**FISCAL IMPACT**

There will be an approximate \$3,814.00 fiscal impact by adoption of this resolution. The costs contained within the agreement have already been included in the Authority's proposed FY 2018-19 budget. This increase, if approved, would be retroactive to July 1, 2018

**RECOMMENDATION**

It is recommended for the Council to adopt Resolution No. 2018/14 and authorize the Management Committee to execute the first amendment to the employment agreement with the Chief of Police, pursuant to the attached Exhibit A.

Respectfully Submitted,

Dan Schwarz  
Management Committee

David P. Donery  
Management Committee

Todd Cusimano  
Management Committee

**Attachments**

1. Existing Employment Agreement
2. Exhibit A – First Amendment to the employment agreement with the Chief of Police
3. Resolution No. 2018/14

CHIEF OF POLICE EMPLOYMENT AGREEMENT  
Between the  
Central Marin Police Authority  
And  
Michael Norton

1. **PARTIES AND DATES.** This Agreement is entered into as of February 2, 2017 by and between the Central Marin Police Authority, a joint powers authority ("Authority"), and Michael Norton ("Norton" or "Chief"). The Authority and the Chief are sometimes individually referred to herein as a "Party" and collectively as "Parties."
  - A. The Authority requires the services of a Chief of Police.
  - B. Norton has the necessary education, experience, skills and expertise to serve as the Authority's Chief.
  - C. The Management Committee desires to employ Norton to serve as the Authority's Chief.
  - D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq.
  - E. The Parties understand and acknowledge that the Chief is an "at will" employee, and that understanding is further clarified by Exhibit A, which is attached to this Agreement.
  - F. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as follows.
2. **EMPLOYMENT.** The Authority hereby employs Norton as its Chief, and Norton hereby accepts such employment on the terms and conditions recited herein.
3. **TERM.** The Term shall commence February 2, 2017 and shall continue until such time that one or both of the parties modify the term of employment subject to the provisions of Section 7, SEPARATION.
4. **COMMITMENTS AND UNDERSTANDINGS.**
  - A. **THE CHIEF'S COMMITMENTS.**
    1. Duties and Authority.
      - a. The Chief shall be the chief administrative officer of the Authority and shall be responsible to the Management Committee for the proper administration of all affairs of the Authority.
      - b. The Chief shall perform all of the duties of the Chief of Police as set forth in the Municipal Codes of the member agencies of the Authority, and in accordance with applicable provisions of California law and Authority policies and procedures approved by the Police Council or the Management Committee, as may be provided from time to time. The Management Committee has designated and may also designate the Chief as the chief administrator of or representative to other Authority-related legal entities. Such other legal entities include joint powers authorities and consortiums to which the Authority is a member.

- c. The Chief shall administer and enforce policies established by the Police Council and the Management Committee and promulgate rules and regulations as necessary to implement such policies. To accomplish this, the Chief shall be required to:
  - (i) Attend all meetings of the Police Council, unless excused by the Management Committee.
  - (ii) Work with the Management Committee to prepare and review all agenda documents for all regular or special meetings of the Police Council.
  - (iii) Direct the work of all Authority employees.
  - (iv) The Chief shall endeavor to implement changes that the Chief believes will result in greater efficiency, economy or improved public service in the administration of Authority affairs and recommend to the Management Committee from time to time, adoption of such measures as the Chief may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.
  - (v) The Chief shall conduct research in administrative practices in order to bring about greater efficiency and economy in Authority affairs, and develop and recommend to the Management Committee long- range plans to improve Authority operations.
  - (vi) The Chief may consolidate or combine offices, positions, or units under the Chiefs jurisdiction.
  - (vii) The Chief will provide management training, including succession planning, and will endeavor to develop leadership qualities among staff as necessary to build staff that can plan for and meet future challenges.
  - (viii) The Chief shall exercise control of Authority government in emergencies as authorized by the Municipal Codes of the member agencies and California law.

2. Hours of Work.

- a. The Chief is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the position. The position does not have set hours of work and the Chief is expected to be available at all times.
- b. It is recognized that the Chief must devote a great deal of time to the business of the Authority, outside of the Authority's customary business hours, and to that end the Chiefs schedule of work each day and week shall vary in accordance with the work required to be performed. The Chief shall spend sufficient hours on site, e.g., on Authority property, to perform the duties of the position. However, the Chief has discretion over the Chiefs work schedule and work location.
- c. The Chief shall not engage in teaching, consulting, speaking or other non-

Authority connected business for which compensation is paid without the express prior written consent of the Management Committee.

3. Disability or Inability to Perform.

In the event the Chief becomes mentally or physically incapable of performing the Chiefs functions and duties taking into account reasonable accommodation and it reasonably appears such incapacity will last for more than six (6) months, the Management Committee may terminate the Chief. If the Management Committee does elect to terminate the Chief due to incapacity, the Chief shall receive all severance benefits provided in Section 7.C below.

B. THE AUTHORITY'S COMMITMENTS.

1. The Authority shall provide the Chief with the compensation and benefits, specified in this Agreement, as from time to time amended, with written consent of both parties.
2. The Authority shall provide the Chief with a private office, staff, office equipment, supplies, automobile and all other facilities and services adequate for the performance of the duties of the position.
3. The Authority shall pay for or provide the Chief reimbursement for all actual business expenses. The Authority shall provide the Chief with an Authority credit card to charge appropriate and lawful Authority business expenses.
4. The Authority recognizes that certain expenses, dues, subscriptions, travel and subsistence expenses are reasonably incurred by the Chief, without the need for the prior approval of the Management Committee, in the performance of the duties of the position. Examples of such duties and activities include attendance at civic/community functions, meetings and professional development and professional conferences, such as the California Peace Officers Association, Federal Bureau of Investigation National Academy Associates, International Association of Chiefs of Police, Executive Leadership Classes, and Peace Officer Standards and Training Executive Courses. The Authority agrees to budget for and to pay for the reasonable costs for the necessary and desirable continued professional growth and advancement of the Chiefs skills, knowledge and abilities. Expenses may also be reimbursed or directly paid on behalf of the Chief for courses, institutes and seminars that are necessary for the professional development of the Chief.
5. Given the importance of technological tools for the effective and efficient conduct of the Authority's business, the Authority shall provide the Chief with a mutually agreed upon combination of equipment, such as a computer, laptop computer, cellular phone, pager, electronic calendar, fax, copy machine and similar devices at the Authority's expense. All technological tools provided to the Chief at the Authority's expense shall remain the property of the Authority, and must be returned to the Authority when the Chief no longer occupies the Chief position with the Authority.
6. The Police Council and the Management Committee set policy for the governance and administration of the Authority and implement these policies through the Chief.

7. The Management Committee recognizes that it must provide clear direction to the Chief to effectuate proper administration of the Authority. The Management Committee shall make itself available to the Chief on a regular and consistent basis to discuss the Authority's business.
8. The Management Committee agrees that it will not seek the appointment or removal of any person to any office or employment under the supervision and control of the Chief without having first discussed the matter with the Chief.
9. The Management Committee agrees that any criticism of Authority staff members shall be done privately through the Chief.

**C. MUTUAL COMMITMENTS.**

1. Performance Evaluation.
  - a. Annual performance evaluations are an important way for the Management Committee and Chief to ensure effective communication about expectations and performance.
  - b. The Management Committee recognizes that for the Chief to respond to its needs and to grow in the performance of the Chiefs job, the Chief needs to be advised how the Management Committee members evaluate the Chiefs performance.
  - c. To assure that the Chief receives this information, the Management Committee shall conduct an evaluation of the Chiefs performance at least once each year. The Management Committee and the Chief agree that performance evaluations, for the purpose of mid-course corrections, may occur quarterly or several times during each calendar year.
  - d. The annual review and evaluation shall be conducted in accordance with specific criteria developed jointly by the Management Committee and the Chief. Such criteria may be added to or deleted as determined from time to time by the Management Committee in consultation with the Chief. The Management Committee and the Chief shall define such goals and performance objectives as they mutually determine are necessary for the proper operation of the Authority and for the attainment of the Police Council's policy objectives. The Management Committee and the Chief shall further establish a relative priority among those goals and performance objectives. To begin the process, the Chief shall complete a self evaluation based on the mutually agreed upon criteria described above in this section, and forward the self evaluation to the Management Committee to be considered in conjunction with the previously established criteria, goals, objectives and priorities, also as outlined above in this section.
  - e. The annual review and evaluation will incorporate feedback provided by the Police Council pursuant to the Council's adopted policy for reviewing the performance of the Management Committee and the Chief.

5. **COMPENSATION.** The Authority agrees to provide the following compensation to the Chief during the term of the agreement.

**A. COMPENSATION AND REQUIRED EMPLOYER COSTS.**

1. **Base Salary.** The annual salary for the position of Chief shall initially be \$188,760. Effective July 1, 2017, the annual salary of the position of Chief shall be \$190,648. The Management Committee shall review the Chief's salary and benefits annually, and may recommend changes to the Police Council based upon the Chiefs performance and the availability of funds.
2. **Required Employer Costs.**
  - a. Federal Insurance Contributions Act (FICA) (if applicable).
  - b. Medicare.
  - c. Unemployment Compensation.
  - d. The cost of any fidelity or other bonds required by law for the Chief.
  - e. The cost to defend and indemnify the Chief as provided in Section 8.C below.
  - f. Workers' Compensation.

**B. BENEFITS.**

1. **Holidays.** The Chief is entitled to paid holidays in accordance with the provisions of the salary and benefit plan for the Authority's Management Unit.
2. **Leave Allowance.** All leave provided to the Chief shall be administered consistent with leave provided to the Authority's Management Unit.
  - a. The Chief shall receive the same vacation accrual and benefits as provided to the Authority's Management Unit.
  - b. The Chief shall receive the same sick leave accrual and benefits as provided to the Authority's Management Unit.
  - c. The Chief shall receive the same administrative leave accrual and benefits as provided to the Authority's Management Unit.
3. **Benefits that Accrue to Other Employees.** The Chief shall be entitled to the benefits, rights, and privileges accorded to the Authority's Management Unit, including, but not limited to, the use of Authority vehicles, group health, dental and vision insurance. To the extent the benefits contained herein exceed the benefits provided to the Authority's Management Unit, this Agreement shall control.

**6. RETIREMENT AND SECURITIZED BENEFITS.**

- A. **PENSION – (PERS).** The Chief shall receive pension benefits in accordance with the provisions of the salary and benefit plan for the Authority's Management Unit, including the schedule for assumption for payment of the employee's share and a portion of the employer's share of the cost to fund such benefits.
- B. **DEFERRED COMPENSATION.** The Chief shall receive deferred compensation benefits in accordance with the provisions of the salary and benefit plan for the Authority's Management Unit.
- C. **INSURANCE.** The Chief shall receive Long Term Disability (LTD), Life Insurance,

## EMPLOYMENT AGREEMENT- Michael Norton

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and any other group insurance product in accordance with the provisions of the salary and benefit plan for the Authority's Management Unit.

- D. **MEDICAL INSURANCE IN RETIREMENT.** The Chief shall receive medical insurance in retirement in the accordance with the provisions of the salary and benefit plan of the Authority's Management Unit, including the assumption of payment of contributions to the Authority's Irrevocable Trust for Other Post-Employment Benefits.

### 7. SEPARATION.

- A. **RESIGNATION/ RETIREMENT.** The Chief may resign at any time and agrees to give the Authority at least 60 days' advance written notice of the effective date of the resignation, unless the Parties otherwise agree in writing. If the Chief retires from full time public service with the Authority, the Chief if possible agrees to provide six months' advance notice. The Chiefs actual retirement date shall be mutually agreed to and established.
- B. **TERMINATION AND REMOVAL.**
1. It is expressly understood that the Chief is an "at will" employee of the Authority.
  2. Except as set forth in Section E below, the Management Committee may remove the Chief at any time, with or without cause. Notice of termination shall be provided to the Chief in writing. "Termination" as used in this Section shall also include (a) a request by the Management Committee that the Chief resign, (b) a material reduction in salary or other financial benefits of the Chief which the Chief declines to accept, (c) a material reduction in the powers and authority of the Chief which he declines to accept, or (d) the elimination of the Chief's position.
  3. Given the "at will" nature of the position of Chief, an important element of the employment agreement pertains to termination. It is in both the Authority's interest and that of the Chief that any separation of the Chief be accomplished in a dignified and businesslike manner.
- C. **SEVERANCE PAY.**
1. In the event the Chief is terminated by the Management Committee during such time as the Chief continues to be willing and able to perform his duties under this Agreement, then, and in that event, the Authority agrees to pay the Chief a lump sum cash payment equal to six (6) months' base salary. It is the intention of the parties that this paragraph complies with the requirements of Government Code Section 53260 et Seq. In the event of any conflict between this provision and those code sections, the terms of those code sections shall govern the contractual relationship between the employer and employee.
  2. In addition, the Authority shall extend to the Chief the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act Of 1986 (COBRA).
  3. All payments required under Sections 7.C 1 and 2, are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section



53260.

D. **INVOLUNTARY RESIGNATION.** In the event that the Management Committee formally or informally asks the Chief to resign, then the Chief shall be entitled to resign and still receive the severance benefits provided in Section 7.C above.

E. **SEPARATION FOR CAUSE.**

1. Notwithstanding the provisions of Section 7.C, the Chief may be terminated for cause. As used in this Section, "cause" shall mean only one or more the following:
  - a. Conviction of a felony;
  - b. Conviction of any illegal act involving moral turpitude or personal gain, or an act of fraud or dishonesty related to Authority business;
  - c. A plea of nolo contendere to any felony or illegal act involving moral turpitude or personal gain;
  - d. Conviction for any illegal act that renders the Chief no longer legally able to perform the duties of a sworn peace officer;
  - e. Any act constituting a knowing and intentional violation of Authority's conflict of interest code;
  - f. Continued abuse of alcohol and/or drugs that materially affects the performance of the Chiefs duties;
  - g. Willful abandonment of duties or repeated and protracted unexcused absences from the Chief's office and duties;
  - h. Malfeasance and/or official misconduct;
  - i. A final judgment by a court of law of unlawful harassment, discrimination or retaliation by the Chief against any Authority employee; and
  - j. Willful disregard of a lawful directive of the Management Committee.
2. In the event the Authority terminates the Chief for cause, then the Authority may terminate this Agreement immediately, and the Chief shall be entitled to only the compensation accrued up to the date of termination, payments required by Section 7.F below, and such other termination benefits and payments as may be required by law. The Chief shall not be entitled to any severance benefits provided by Section 7.C.

F. **PAYMENT FOR UNUSED LEAVE BALANCES.** On separation from Authority employment, the Chief shall be paid for all unused accrued vacation and administrative leave allowances provided in Section 5.B (2) above. Accumulated vacation and administrative leave balances shall be paid at the Chiefs monthly salary rate at the effective date of separation.

8. **MISCELLANEOUS PROVISIONS.**

A. **AMENDMENTS.** This Agreement may be amended at any time by mutual written agreement of the Authority and the Chief.

B. **CONFLICT OF INTEREST.**

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1. The Chief shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of the official duties or which would tend to impair independence in the performance of the official duties of the Chief's position.
2. The Chief shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to his Authority employment.
3. The Chief is responsible for submitting to the Authority Secretary the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

### C. INDEMNIFICATION.

1. To the full extent of the law as provided by the California Torts Claims Act (Government Code Section 810 et seq.) and the indemnity provisions of this Agreement, whichever shall provide the greatest protection to the Chief, the Authority shall defend and indemnify the Chief against and for all losses sustained by the Chief in direct consequence of the discharge of the Chiefs duties on the Authority's behalf for the period of the Chiefs employment.
2. The Authority shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chiefs duties as Chief. The Authority may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon in the Authority's sole discretion.
3. Whenever the Chief shall be sued for damages arising out of the performance of his duties, the Authority shall provide a legal defense for the Chief in such suit and indemnify the Chief from any judgment rendered against the Chief; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing, and the Management Committee in its sole discretion may or may not recommend to the Police Council that the Authority indemnify the Chief for any award of punitive/exemplary damages rendered against him. This indemnification shall extend beyond termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in Norton's capacity as Chief, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the Authority. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the Chief may have under the law.
4. The Authority, and all parties claiming under or through it, hereby waive all rights of subrogation and contribution against the Chief, for all matters while acting within the scope of the Chiefs duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Authority or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by the Chief.
5. In the event that the Chief shall serve as the chief executive of other Authority-

**EMPLOYMENT AGREEMENT- Michael Norton**

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related legal entities as provided in Section 4.A (1)(b) above, then each provision of this Section 7.C shall be equally applicable to each Authority-related legal entity as though set forth in an indemnity agreement between the Chief and that legal entity. The Authority hereby guarantees the performance of this indemnity obligation by the Authority-related legal entity, and shall indemnify and hold the Chief harmless against any failure or refusal by such Authority-related legal entity to perform its obligations, pursuant to this Section 7.C.

- D. SEVERABILITY. If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.
- E. JURISDICTION AND VENUE. This Contract shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Marin County, California.
- F. ENTIRE AGREEMENT. This Contract represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed agreement of the Parties.
- G. NOTICE. Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which the Chief or the Authority shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand delivered to the respective Parties as follows:

If to the Authority:

Management  
Committee  
Central Marin Police Authority  
250 Doherty Drive  
Larkspur, CA 94939

With a copy to the Authority Counsel

If to the Chief:

Chief of Police  
Central Marin Police Authority  
250 Doherty Drive  
Larkspur, CA 94939

EMPLOYMENT AGREEMENT- Michael Norton

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EXECUTION:

IN WITNESS WHEREOF, the Central Marin Police Authority has caused this Agreement to be duly executed by its Management Committee and the Chief, the day and year first written above.


EMPLOYER-CENTRAL MARIN POLICE AUTHORITY

  
\_\_\_\_\_  
Todd Cusimano, Corte Madera Town Manager

  
\_\_\_\_\_  
Dan Schwarz, Larkspur City Manager

  
\_\_\_\_\_  
Debbie Stutsman, San Anselmo Town Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tom Bertrand  
Authority Counsel

EMPLOYEE-CENTRAL MARIN POLICE AUTHORITY CHIEF

  
\_\_\_\_\_  
Michael Norton

**AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENT FOR  
THE CHIEF OF POLICE OF THE CENTRAL MARIN POLICE AUTHORITY**

This Amendment is made this 2nd day of August, 2018, between the Central Marin Police Authority ("Authority") and Michael Norton ("Police Chief").

**RECITALS**

**WHEREAS**, Authority and Police Chief entered into an Employment Agreement, dated February 2, 2017; and

**WHEREAS**, the parties desire to amend the Employment Agreement to update Item 5. Compensation, to reflect an increase in the Police Chiefs salary; and

**NOW, THEREFORE**, it is agreed to amend the Agreement dated February 2, 2017, as follows:

**5.A.1: COMPENSATION AND REQUIRED EMPLOYER COSTS.**

Base Salary: Effective July 1, 2018, the annual salary of the position of Chief shall be \$194,461. The Management Committee shall review the Chief's salary and benefits annually, and may recommend changes to the Police Council based upon the Chiefs performance and the availability of funds.

All other terms of this agreement shall remain in full force and effect.

**EXECUTION:**

IN WITNESS WHEREOF, the Central Marin Police Authority has caused this Agreement to be duly executed by its Management Committee and the Chief, the day and year first written above.

**EMPLOYER-CENTRAL MARIN POLICE AUTHORITY**

\_\_\_\_\_  
Todd Cusimano, Corte Madera Town Manager

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Dan Schwarz, Larkspur City Manager

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David P. Donery, San Anselmo Town Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Tom Bertrand  
Authority Counsel

**EMPLOYEE-CENTRAL MARIN POLICE AUTHORITY CHIEF**

\_\_\_\_\_  
Michael Norton

**RESOLUTION NO. 2018/14**

**A RESOLUTION OF THE CENTRAL MARIN POLICE COUNCIL  
AUTHORIZING THE MANAGEMENT COMMITTEE TO EXECUTE THE  
FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT  
WITH THE CHIEF OF POLICE**

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**WHEREAS**, the Chief of Police has an existing employment agreement with the Central Marin Police Authority; and

**WHEREAS**, the attached Exhibit A is a proposed amendment to the existing employment agreement between the Management Committee and Chief Michael Norton that reflects the proposed compensation agreement for Chief Norton; and

**NOW, THEREFORE, BE IT RESOLVED** that the Police Council of the Central Marin Police Authority adopts Resolution 2018/14, at its regular meeting, August 2, 2018, authorizing the Management Committee to execute the proposed amendment as shown in attached Exhibit A.

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AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS:

ATTEST:

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Zaneta Feleo, Authority Clerk  
Central Marin Police Authority

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John Wright, Council Chair  
Central Marin Police Authority