

AGREEMENT FOR SEVERANCE  
BETWEEN  
CITY OF FAIRFIELD AND DEANNA CANTRELL

This Agreement for Future Severance ("Agreement") is made and entered in to as of October 1, 2020 by and between the City of Fairfield, a California municipal corporation ("City" or "Employer") and Deanna Cantrell, an individual.

NOW, THEREFORE, and in consideration of the mutual covenants and conditions herein contained, City and Cantrell agree as follows:

If the City decides to terminate Cantrell between October 1, 2020 and October 1, 2023 from her position as Police Chief, the City will provide severance subject to the following terms:

A. TERMINATION AND REMOVAL

- 1) It is expressly understood that the Police Chief is an "at-will" position of the City, and that the City Manager may remove Cantrell from this position at any time, with or without cause. Notice of termination shall be provided to Cantrell in writing.
- 2) In the event Cantrell is terminated by the City Manager during such time the Chief continues to be willing and able to perform her duties, the City agrees to pay Cantrell for six (6) months at Cantrell's then applicable base salary per the terms in paragraph 3 below. It is the intention of the parties that this paragraph complies with the requirement of Government Code Section 53260 et Seq.
- 3) Cantrell will remain on the City payroll for purposes of continuation of her base salary and the City will continue to provide any medical/dental/vision benefits that Cantrell is then enrolled in with the same City/Employee cost sharing ratios in place at the time of separation. Both salary and health benefits will continue for a period not to exceed six (6) months. The health/dental/vision benefits will terminate if Cantrell is re-employed with another agency before the end of the six (6) month period. If Cantrell is re-employed before the six (6) month severance period expires, the City shall pay any remaining severance to Cantrell in a single lump sum payment. Service credit is earned for salary reported through payroll to the California Public Employee Retirement System. Any portion of the severance paid as a lump sum is not reportable to PERS as compensation which earns service credit.
- 4) During the six (6) month period of severance as discussed above Cantrell will not be entitled to receive any other benefit other than what is provided for in paragraph 3 and will not accrue any leave, or any other compensation or benefits attributed to Executive Management (Series 100) employees.

## B. SEPARATION FOR CAUSE

1) In the event the City terminates Cantrell for cause, then the City may terminate this Agreement immediately. Cantrell shall be entitled to only the compensation accrued up to the date of termination, payment for unused accrued leave balances, and such other termination benefits and payments as may be required by law.

2) Notwithstanding the provisions of Section A, Cantrell may be terminated for cause. As used in this Section, "cause" shall mean only one or more of the following:

- a. Arrest for a felony;
- b. Arrest for any illegal act involving moral turpitude or personal gain, or an act of fraud or dishonesty related to City business;
- c. A plea of nolo contendere to any felony or illegal act involving moral turpitude or personal gain;
- d. Arrest for any illegal act that renders the Chief no longer legally able to perform the duties of a sworn police officer;
- e. Any act constituting a knowing and intentional violation of the City's Code of Ethics policy or Administrative Policy Manual;
- f. Willful abandonment of duties or repeated and protracted unexcused absences from the Chiefs office and duties;
- g. Malfeasance and/or official misconduct;
- h. A final judgment by a court of law of unlawful harassment, discrimination or retaliation by the Chief against any City employee; and
- i. Willful disregard of a lawful directive of the City Manager.

## C. VOLUNTARY SEPARATION

1) This Agreement for severance is also not applicable where separation is initiated by Cantrell including but not limited to voluntary resignation, retirement or disability retirement.

## D. MISCELLANEOUS PROVISIONS

- 1) All other terms and conditions of Cantrell's employment shall be governed by the Resolution for Executive Management (Series 100) employees. This Agreement is solely for the purposes of providing severance in the event of termination and removal under Section A above.
- 2) This Agreement may be amended at any time by mutual agreement of the City and Cantrell.
- 3) If any clause, sentence, section or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause,

- 4) This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that the venue shall be Solano County, California.
- 5) This contract represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. The Agreement may be modified or amended only by a written, fully executed agreement of the parties.

IN WITNESS WHEREOF, the City of Fairfield has caused this Agreement to be duly executed on its behalf by the City Council, and Cantrell has signed and executed this Agreement.

EMPLOYEE