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April 20, 2022

Daniel J. Oates

Re: Interim Police Chief Employment Agreement

Dear Mr. Oates,

On behalf of the City of Aurora (the "City") it is my pleasure to extend an offer as the Interim Police Chief. As part of our Management team, you will join us in leading and modeling our commitment to the City's **CORE4 Values of Integrity, Customer Service, Respect and Professionalism**. All of which make Aurora a great place to work!

Our salary offer for this position is **\$18,250 monthly**, to be paid in accordance with the City's payroll periods. In addition, the following terms are included:

- We will determine your first day as Interim Police Chief, but both parties intend that it will not be later than May 23, 2022. Absent any extenuating circumstances not yet known, due to statutory constraints defined by 17 CCR 1103-13 Rule 4.2.5(c), your last day as Interim Police Chief will be no later than 180 days from your first day.
- The City will provide a City vehicle for business and personal use. You will be provided an unmarked police vehicle equipped with a police radio as well as other appropriate emergency equipment as permitted by law. You will be provided with an E-pass for E-470 for business and personal use, including to and from work.
- You will be provided a stipend of \$1,111.64 per month to cover your Medicare expenses. Additionally, you will be eligible to enroll in the City's benefits to include health insurance, dental coverage, disability, life insurance and other benefits in accordance with City policy.
- A uniform and equipment purchase appropriate for the position consistent with current APD practice, along with the standard uniform allowance thereafter of \$55 a month.
- A standard cell phone and data stipend in the amount of \$80 per month.
- For your interim role, you will be provided an initial Annual (vacation) Leave bank of 80 hours and Sick Leave of 40 hours to use during the term of your interim role. Your Annual (vacation) Leave accrual will be 5.23 hours per pay period. Your Sick Leave accrual will be 4 hours per pay period. Any unused portion of your leave bank will be paid out to you upon your separation from the city.
- The City will pay reasonable, documented costs of your relocation and moving costs to and from Aurora. The city will also reimburse you reasonable expenses for two trips for you and your wife for the purpose of assisting you with locating and securing housing.
- As your employment will be as an Interim assignment, the city will pay reasonable, documented housing costs for your tenure as Interim Police Chief. You will be required to reside within the city limits of Aurora.

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- You will be provided the appropriate support for POST certification and IT support for home technology, including a notebook computer for business and personal use.
- Current City policy allows for outside employment with approval of the City Manager before engaging in such work. Any approved outside employment shall not take precedence over your role with the City. Approval shall not be unreasonably withheld, particularly for commitments made prior to your appointment as Interim Police Chief.
- In the event you voluntarily wish to resign your position with the City, you shall provide the City Manager with a minimum of 30 days' notice, or any other notice as may be mutually agreed upon. Notwithstanding the provision of the entire Administration Memorandum 3.5 in the event the City Manager wishes to remove you from the position of Interim Police Chief for any reason other than just cause, it is agreed you shall receive three (3) months' severance pay including salary, health insurance, vision insurance and dental insurance (excludes any form of retirement contributions) and the city will pay the cost of your temporary housing in Colorado until your lease is expired or terminated. In the event you accept a position with another employer at any time during the severance period, the City's obligations (other than normal benefits paid upon separation) shall cease. This severance pay protection shall apply to you beginning on the date that you sign this agreement.
- It is generally understood that the performance of your duties will take more than the standard 40 hours regularly scheduled for City employees. You will be allowed to reasonably flex your schedule as deemed necessary and with notice and upon approval of the Deputy City Manager or designee.
- To the extent permitted by laws of the State of Colorado, the City agrees to indemnify, defend and hold harmless the Interim Chief from all demands, claims, suits, actions, errors, or other omissions in civil legal proceedings brought against the Interim Chief in his individual capacity or in his official capacity, provided the incident arose while the Interim Chief was acting within the scope of his employment. If in the good faith opinion of the City, reasons exist with regards to the defense of any such claim that require the engagement of outside counsel, the City shall retain outside counsel and indemnify the Chief for the cost of outside counsel. The protections of this paragraph will extend to you beginning on the date that you sign this agreement.
- The City will not provide or pay for legal representation, either internally or through outside counsel, for criminal proceedings or internal, administrative proceedings where the Chief is the defendant/subject in such proceedings.
- City policy reserves the right to endorse legislation to the City Council acting either as a body or through the Public and Intergovernmental Relations Committee. You are not authorized to endorse, oppose or take any other action on proposed legislation outside of this policy. Further, endorsement of any candidate on the part of executive employees is also prohibited. You are expected to refrain from endorsing any individual for any elected office of any kind.
- Given your national reputation and contacts within the policing profession, you will be provided the opportunity and encouraged to advise the City Manager, the Deputy City Manager and the City's recruitment team in its search for a permanent Chief of Police.
- And finally, you acknowledge that you are serving in this interim role and have no intention to apply and are not eligible to be appointed for the next permanent police chief for the City.

