

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) made and entered into as of this _____ day of April, 2025, by and between the City of Caney, Kansas (“Caney”) and Ike Dye (“Employee”) (collectively, the “Parties”):

WITNESSETH:

WHEREAS, Caney desires to secure the ongoing engagement of Employee as Chief of Police of Caney;

WHEREAS, Employee desires to accept such continued employment by Caney; and

WHEREAS, the Parties desire to establish the terms and conditions of such employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. **Employment.** Caney hereby employs Employee as Chief of Police of Caney, and Employee agrees to perform such services on behalf of Caney, based on the terms and conditions herein stated. Employee shall perform the duties and carry out the functions of police chief as prescribed by law and as generally associated with such position, and such other legally permissible and proper duties as may be assigned to Employee by the City Administrator or, in the absence thereof, by the Mayor. Employee shall devote sufficient time, attention, knowledge and skills to the business and interest of Caney as required to effectively operate and manage the Caney Police Department.

2. **Term of Employment.** Subject to the conditions set forth in Sections 3, 4 and 5 hereof, the Employee’s term of employment shall commence upon execution of this Agreement by both Parties and continue for a period of three (3) years, commencing as of May 1, 2025 and ending as of April 30, 2028; provided, however, this Agreement shall terminate automatically upon the

death or disability of Employee. For purposes of this Agreement, “disability” means Employee’s inability to perform one or more of the essential functions of his position with Caney for a period of ninety (90) consecutive calendar days, or an aggregate of one-hundred twenty (120) calendar days during any one-year period, in each case because of a physical or mental impairment, after reasonable accommodation as may be required by law, all as determined in good faith by Caney. With consent of Caney, the Employee may terminate the Agreement, for convenience, upon ninety (90) days-written notice to Caney.

3. **Annual Appointment and Appropriations.** Notwithstanding the 3-year term of this Agreement, the Employee’s continued employment by Caney is subject to (a) the annual appointment of Employee as required by Caney’s code of ordinances or state law; and (b) annual appropriations of funding in the municipal budget during each calendar year this Agreement remains in effect. Caney shall make a good faith effort to fund said financial obligations on an annual basis. If Caney fails to re-appoint Employee, or make such annual appropriations, this Agreement shall terminate automatically as of the date of non-reappointment or non-appropriation, and each party shall be then be released from any further obligations under this Agreement.

4. **Termination for Cause.** Notwithstanding the 3-year term of this Agreement, the Employee may be terminated, at any time, for cause. For purposes of this Agreement, “for cause” shall include (a) Employee’s failure to perform Employee’s duties or breach of the terms of this Agreement; (b) Employee’s failure to comply with Caney’s employment policies as adopted by Caney from time to time (that are not inconsistent with the terms of this Agreement); or (c) Employee’s conviction of a felony or commission of any act of moral turpitude or dishonesty. In the event Employee is terminated for cause, this Agreement shall be terminated as of said date and each party shall be then be released from any further obligations under this Agreement.

5. **Termination for Convenience.** Notwithstanding the 3-year term of this Agreement, the Employee may be terminated, at any time, for convenience. In the event Employee is terminated for convenience, Caney agrees to pay Employee the equivalent of 3-months' salary as a severance payment. Upon remission thereof, this Agreement shall be terminated and each party shall be then be released from any further obligations under this Agreement.

6. **Application of Employee Handbook.** Except as otherwise provided herein, the Employee shall be subject to the terms and conditions of the employee handbook for regular, full-time Caney employees, as may be amended from time to time.

7. **Base Compensation.** Caney shall pay Employee for services rendered hereunder an annual salary in the amount of \$64,050.00. The salary amount shall be adjusted from time-to-time, at such times as other city employees are given a cost-of-living adjustment. Any cost-of-living adjustments shall be in the same percentage as other city employees, or an average thereof, if the percentages vary.

8. **Other Benefits.** Employee shall receive all other benefits (health insurance, leave, vacation time, and contributions to the Kansas Public Employees Retirement System) afforded to Caney's regular, full-time employees. In addition, Employee shall be reimbursed for pre-approved travel and expenses reasonably related to the Employee's work as Chief of Police and continued certification as a law enforcement officer.

9. **Best Efforts.** Employee shall, at all times during the term of this Agreement, faithfully discharge and perform all of the duties that may be required of Employee, pursuant to the express and implicit terms hereof, to the reasonable satisfaction of Caney. Employee shall take no other employment, part-time or full-time, and shall devote his professional efforts solely for the benefit of Caney, and no other.

10. **Entire Agreement.** This Agreement sets forth the entire understanding between Caney and Employee relating to the appointment as Chief of Police of Caney. The Parties may amend this Agreement only by written instrument, signed by both Parties.

11. **Severability.** The invalidity of any portion of this Agreement shall not affect the validity of any other provisions. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall remain in full force and effect.

EXECUTED by the parties or their duly authorized representatives on the day and year first stated above.

CITY OF CANEY, KANSAS

EMPLOYEE

Joshua Elliott, Mayor

Ike Dye

Attest:

City Clerk