



## Town of Tiverton, Rhode Island

The AGREEMENT entered on this day of 23<sup>RD</sup> in the month of JULY; 2024, by and between the Town of Tiverton, Rhode Island, a municipal corporation hereinafter referred to as the "Employer", and James Costa to serve in the position of Deputy Chief of Police, hereinafter referred to as the "Employee". As used herein, the term Employer shall refer to either the Town of Tiverton as a corporate entity, or the Town Administrator, the immediate supervisor of the Employee, as the context may dictate.

NOW, THEREFORE: The Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into this employment contract with the Employee as a salaried position, it is now agreed as follows:

### 1. TERM:

The term of this employment contract shall be three (3) years, commencing on July 22, 2024 and ending on July 22, 2027.

### 2. DUTIES:

Consistent with the Tiverton Town Charter, Town Ordinances, and state and federal law and subject to the general supervision and pursuant to the order, advice, and direction of the Town Administrator, the Employee shall faithfully, diligently, and to the best of his ability, perform those duties which are customarily performed in the position of the Tiverton Deputy Chief of Police. A position description is attached hereto.

The Employee is expected to devote his entire business time, energy, and skill to the duties and responsibilities of the position and shall not be employed by any other person, cooperation, or organization, or occupied with any self-employment during Town business hours of such employee.

Any outside employment shall require the prior written approval of the Chief of Police.

### 3. POLICIES AND PROCEDURES:

The Employee is subject to all policies and procedures adopted by the Town and reflected in the Town's Personnel Handbook and any other rules, regulations, policies and procedures of the Tiverton Police Department as may be amended from time to time.

### 4. SALARY

The Employee shall receive the salary of \$102,963.00 in year one of this contract. Merit-based salary adjustments may be made in years two and three, upon recommendation by the Chief of Police based on written evaluation, annual performance evaluation, and subject to Town Administrator and Town Council approval and appropriation. It is herein agreed and understood that in the event of termination of employment for any reason or by either part, the aforesaid annual salary shall be prorated on an annualized basis.

The average hours per week are expected to be forty (40). As this is a salaried position, the actual hours worked may be more or less, and attendance at evening or weekend meetings is expected. The Employee shall not be entitled to any overtime or compensatory time. It is specifically understood and agreed that the Employee is on call seven days per week, twenty-four hours per day.

The Employee, at the discretion of the Chief of Police may be provided with a Town Vehicle and cell phone for work-related use.

The Employee will be further compensated as per the attached Fiscal Impact Statement with a nine (9%) percent longevity applied to the base salary and payable at the first payroll period in July.

### 5. CLOTHING ALLOWANCE

The Employee shall receive an annual uniform allowance of \$1,350.00 payable at the first payroll period in July.

### 6. MOVING AND RELOCATION

Not Applicable

## 7. RETIREMENT

The Employee shall continue to participate in the Police Department Private Pension Plan of the Town of Tiverton as described in Article XIII. Section 1 of the current IBPO contract.

The Employee will contribute 1.25% of his base salary year one, 1.50% in year two, and 1.75% in year three towards post-employment benefits (OPEB) which will be remitted to the town through the normal payroll deduction process.

In the event the Town of Tiverton eliminates the position of Deputy Chief of Police it is understood and agreed that the calculation that will be used for retirement purposes will be the difference between the salaries of the Chief of Police and the next highest-ranking officer.

## 8. VACATION

The Employee shall be entitled to thirty (30) days leave per year which will be awarded on the anniversary date of this agreement or other agreed upon date. IT is agreed that during the term of employment, the Employee may not carry forward more than ten (10) days of vacation time per year. Additional time may be carried over with the prior approval of the Chief of Police. Upon termination of this contract, any unused vacation leave (including any and all carried over vacation time) shall be paid to the Employee. Should this contract be renewed, any unused vacation leave, shall carry over to the new contract.

## 9. SICK LEAVE/PERSONAL LEAVE

The Employee shall be entitled to ten (10) sick days per year. The Employer may require a physician's certificate after three (3) consecutive days of absence from employment due to illness. Sick leave may be accumulate during the term of employment and shall be carried over to any subsequent Employment Contract with a maximum number of days accumulated limited to one-hundred (100). There shall be no cash value to any accumulated sick leave upon termination / separation from employment for any reason.

The Employee retains his property right to the forty (40) days of sick leave he accrued through his career in the Tiverton Police Department prior to be named Deputy Chief of Police and will be allowed to cash in the accrued hours upon retirement at the fixed rate of \$11,940.00. The accrued hours earned and carried forward are frozen until retirement unless the Employee needs to discharge hours

due to an emergent medical need, whereby a reduction in the amount of sick leave remaining will be applied to the value due to be paid at retirement based upon the remaining hours of these days. These unused sick leave hours may not be credited towards retirement purposes.

#### 10. PERSONAL DAYS

The Employee shall be entitled to three (3) personal days per year, none of which may accumulate beyond the anniversary date each year. There shall be no cash value for personal days upon termination or separation of employment for any reason.

#### 11. BEREAVEMENT LEAVE

The Employee may be absent for five (5) work days (with full pay) in the case of death of a spouse or child. The Employee may be absent for three (3) work days (with full pay) in the case of death of a mother, father, brother, sister, and two (2) work days for father-in-law or mother-in-law, grandparent, aunt, or uncle. Additional leave may be granted at the discretion of the Employer for any Bereavement Leave.

#### 12. HOLIDAYS

The Employee shall be entitled to time off with pay for the following holidays:

New Year's Day	Martin Luther King Day
President's Day	Good Friday (Half Day)
Memorial Day	July 4 <sup>th</sup> / Independence Day
Victor Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day and the Friday after	Juneteenth
Christmas Day and a half day on Christmas Eve	

In the event that the State of Rhode Island eliminates Victor Day as a legally paid holiday, the Employee will receive May 15 (Police Officer's Memorial Day) as a replacement. The employee will receive holiday pay in addition to normal pay at \$325.00 per holiday capped at fourteen (14) and a maximum of \$4,550.00 per year.

### 13. LIABILITY INSURANCE

The Employee shall be covered by the Town of Tiverton's Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or sustained by the Employee in consequence of the proper discharge of the office while acting in the capacity of his employment.

### 14. LIFE INSURANCE

The Employee shall be entitled to term life insurance coverage in the amount of one-hundred thousand dollars (\$100,000.00) for the term of employment with an option, if available, to continue coverage from the carrier at his own cost upon retirement.

### 15. HEALTH SAVINGS ACCOUNT AND DENTAL INSURANCE

The Employee shall be entitled to Health and Dental Insurance that mirror the Tiverton Police Union's Collective Bargaining Agreement currently in place as may be amended from time to time. The Employee co-share for the HAS deductible account will remain the same at \$4,000.00 annual for the duration of this contract, with payroll deductions made by the Employee to reimburse the Town from front loading the deductible account.

In lieu of this benefit, the Employee may choose to be compensated at the rate of three thousand dollars (\$3,000.00) for family or one thousand dollars (\$1,000.00) for individual plan coverage per year. Such compensation shall be disbursed in equal fortnightly amounts, upon the Employee's attestation, on a form prepared by the Town, that the Employee is not also receiving health insurance through the state/federal exchange; and the compensation is not designated or earmarked for the Employee to purchase health insurance.

### 16. CONTINUING EDUCATION/PROFESSIONAL DEVELOPMENT

The Employee shall be reimbursed up to a maximum of \$5,000.00 per year for costs associated with continuing education as related to the position with prior approval in writing of the Town Administrator. Reimbursement shall be charged against a line item in the department budget that is funded specifically for education, as long as the Employee successfully completes the course.

## 17. EXPENSE REIMBURSEMENT

The Town recognizes that certain limited and reasonable expenses of non-personal, community, or job-affiliated nature may be incurred by the Employee from time-to-time, and agrees to reimburse such expenses with prior written approval of the Town Administrator and upon receipt of duly executed expense reports, with appropriate receipts, statements, or affidavits, subject to budgetary constraints.

## 18. TERMINATION

Notwithstanding the term of this employment contract, termination may occur either by:

- a. Mutual agreement of the parties;
- b. Retirement of the Employee. In the event of retirement of the Employee, the employee shall notify the Employer at least forty-five (45) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this agreement shall cease as of the date of retirement.
- c. Disability. Recognizing that such an eventuality would pose a substantial and undue burden on the Employer, this contract shall terminate, and all obligations thereunder cease, if the Employee is disabled from performing the usual and normal functions of his job from a period of more than six (6) months in any twelve (12) month period.
- d. Suspension or Discharge from Cause. Employee may be suspended with or without pay, or discharged from cause during the term of this agreement. "Cause" includes, but is not limited to, (1) being officially charged with a felony or misdemeanor, and conviction of a felony or conviction of a misdemeanor relating to the official duties of the employee or violating the public trust; (2) repeated failure to comply with established Employer policy; (3) continuing neglect of duties; (4) insubordination; and (5) any reason consistent with Section 1210(a) of the Tiverton Town Charter.
- e. The Employer may terminate Employee or suspend Employee for a designated period of time in accordance with section. Any such termination or suspension of the Employee during the term of this agreement shall be governed by the Tiverton Town Charter; Section 1210(a).
- f. Death of the Employee

## 19. TOWN PROPERTY

Upon termination of this employment contract, the Employee shall return to the Town all documents, files, books, records, computers, software materials, discs, keys, equipment, passes, identification materials, and all other property of the Town. Any passwords the Employee used to log into any software or accounts on behalf of the Town must be provided, in writing, to the Chief of Police.

## 20. CONFIDENTIAL TOWN INFORMATION

The Employee agrees to hold all confidential and proprietary information in strict confidence, except as may otherwise be required by law. The Employee also agrees to abide by any and all Town Policies regarding confidential and proprietary information.

## 21. STATUS REPORT

Prior to the issuance of the Employee's final paycheck and at a time upon request of the Employer, the Employee shall submit a written report to the Employer, which details the status of his office. This shall include, but not be limited to an assessment of operations, status of any projects or outstanding issues, computer passwords and details of unresolved issues.

## 22. EXTENSION OF CONTRACT

Extension of Employee's employment shall be considered by the Employer in the last three months of the Employee's employment contract. Not later than thirty (30) days prior to the end of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to offer the Employee a new employment contract.

## 23. NOTICES

All notices and other communications required or desired to be given hereunder will be deemed given if in writing and sent by registered or certified mail to the following:

TOWN: Town Administrator  
Town of Tiverton  
343 Highland Road  
Tiverton, RI 02878

EMPLOYEE: James N. Costa  
105 Bolduc Lane  
Tiverton, RI 02878

Alternatively, notices pursuant to this agreement may be personal served in the same manner as it is applicable to Rhode Island civil practice. Notice shall be deemed given as of the date of personal service or as of two (2) days after the date of deposit of such written notice in the course of transmission in the United States Postal Service.

#### 24. WAIVER

No delay or omission by the Town in exercising any right under this employment contract shall operate as a waiver of that right or any other right. A waiver or consent given by the Town on any one occasion is only effective in that one instance and shall not be construed as a bar to or waiver of any right on any other occasion.

#### 25. CHOICE OF LAW

This Employment Contract shall be governed by the laws of the State of Rhode Island without regard to its conflict of law principles, and any action arising out of or related to this Contract shall be brought in a state or federal court located in Rhode Island. The Employee hereby agrees that the Employee is subject to the personal jurisdiction of such courts for the purposes of any such dispute, and the Employee waives any jurisdictional or venue-based objections that the Employee might have in any such dispute being heard in such a court.

#### 26. EFFECTIVENESS AND EXECUTION

This Employment Contract will not be deemed to be executed until approved by the Tiverton Town Council by resolution, or other duly taken action and such action is attested by the Clerk of the Council.



27. ENTIRE AGREEMENT AND MODIFICATION

The Employment Contract contains the entire understanding and agreement between the Town and the Employee with regard to all matters referenced herein and may be modified except in writing signed by the Employee and an authorized representative of the Town. This Agreement supersedes in entirety any and all previous agreements whether written or oral between the Town and the Employee.

IN WITNESS WHEREOF, the parties here have executed this Contract of Employments to be effective as of the date first above stated.

This agreement is executed this 23 day of July, 2024

Town of Tiverton:

Employee:

  
Town Council President

  
James N. Costa

ATTESTED, that this Contract of Employment was approved by the Tiverton Town Council by action duly taken on the 23 day of JULY, 2024.

  
Clerk of the Tiverton Town Council

# TOWN OF TIVERTON, RHODE ISLAND

## OFFICE OF THE CHIEF OF POLICE

July 12, 2024

Christopher C. Cotta  
Town Administrator  
Tiverton, Rhode Island  
343 Highland Road  
Tiverton, Rhode Island 02878

Ref: Performance Evaluation – Deputy Chief of Police James Costa

Sir,

This review is to provide the Administrator and the Council with a performance review for Deputy Chief of Police James Costa.

### **Format:**

I have listed several core areas and examples of Deputy Chief Costa's competencies and areas of the department that ~~I~~ have improved and those in need of continued improvement:

*He has*

### **Leadership and Management:**

Deputy Chief Costa is a thirty-one veteran of the police department. He was appointed Deputy Chief of Police in October of 2020. Prior to his appointment, the Deputy served as Acting Captain, Patrol Commander, and Detective Commander. The Deputy takes an active role in all major department decisions.

### **Notable examples:**

1. The Deputy Chief oversees all department internal affairs investigations.
2. The Deputy Chief serves as fleet manager and is responsible for all vehicle acquisitions.
3. The Deputy Chief serves as Chief of Staff to the Chief of Police and handles daily, weekly, and monthly reports from all department divisions (Uniform, Detectives, Dispatch, Planning and Training, Maintenance, and Community Policing)
4. The Deputy Chief communicates effectively with all levels of the organization.
5. The Deputy Chief listens to feedback and addresses concerns in a timely manner.
6. The Deputy Chief keeps stakeholders informed of important updates and developments.

# TOWN OF TIVERTON, RHODE ISLAND

## OFFICE OF THE CHIEF OF POLICE

### Training and Liability Reduction:

Training and professional development is an essential activity for any police department. The value and purpose of training is critical to maintaining an effective and efficient agency.

1. The Deputy Chief will be responsible for the oversight of the BWC (Body Worn Camera) program and work with the Captain and Planning and Training Lieutenant concerning implementation.

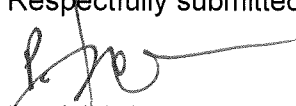
### Challenges and future goals:

1. The Deputy Chief has led the investigation and prosecution of former School Resource Officer Jacob Rapoza. His leadership led to the successful prosecution and conviction of Officer Rapoza in District Court this past May. He is currently preparing the department's case as we move to the bill of rights phase.
2. The Deputy Chief has been coordinating the acquisition of six new police vehicles for the department.
3. I will be recommending that the Deputy Chief attend training in the area of RILEBOR (Rhode Island Law Enforcement Officer Bill of Rights) to better familiarize himself with the process in preparing for a major bill of rights investigation and potential hearing.

### Personal note:

Overall, the Deputy Chief of Police has demonstrated exceptional performance in all key areas. His strong leadership, effective communication, problem-solving skills, teamwork, performance management, and community engagement have contributed to the overall success of the police department. The Deputy Chief is a valuable asset to the organization and is highly recommended for continued growth and development in his role and service to the department and the Tiverton community.

Respectfully submitted,

  
Patrick W. Jones  
Chief of Police

Deputy Chief James Costa:



Date: 07-12-2024

At least five (5) years of experience at or above the rank of Lieutenant in any organized police department.

**PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS:**

May occasionally require strenuous physical effort in carrying out law enforcement tasks; job stress varies and will tend to be unpredictable in nature.

**B. DEPUTY CHIEF OF POLICE (MAJOR)**

**JOB SUMMARY:**

Assists with overall department direction by managing and overseeing the three major divisions in the Police Department. Exercises considerable discretion, guided by the goals, objectives, policies and procedures established by the Police Chief. Serves as primary advisor to the Chief, formulates policy and procedure recommendations for approval. Takes command responsibilities during highly sensitive incidents and serves as the liaison between the department and a variety of local, state and federal agencies. In the absence of the Chief, may be designated to assume command of the entire police department, within the limits established by law and departmental policy.

**SUPERVISION RECEIVED:**

Works under the general supervision of the Town Administrator and Chief of Police and holds subordinates accountable for carrying out the work of the unit. The Chief, through conferences and reports, reviews the Deputy Chief's work.

**EXAMPLES OF DUTIES:**

The Deputy Chief assists the Chief of Police in developing the goals and objectives for the police department. Ensures that the work of the divisions is carried out expeditiously and efficiently and that its goals and objectives are achieved and are consistent with the policies, objectives, tone and philosophy set for the department by the Chief.

Monitors morale, administers discipline (with approval of the Police Chief) within the department and advises the Chief of problems and possible solutions.

The Deputy Chief of Police shall be responsible for the investigation of all allegations of misconduct and serious use of force incidents pursuant to Tiverton Police Department policies and procedures.

The Deputy Chief of Police is responsible for the department's Internal Affairs function. The Deputy Chief of Police is designated with the primary responsibility for coordinating all Administrative and Criminal investigations of Tiverton Police Department Employees and Citizen Complaints of Misconduct. The Deputy Chief of Police reports directly to the Chief of Police on all Internal Affairs

matters.

The Deputy Chief may assist the Chief with high-level staff work such as preparing the annual budget, overseeing major purchases or projects, resolving labor-management problems, representing the Chief at meetings, overseeing internal investigations and prosecuting at disciplinary hearings. The Deputy Chief will meet at least informally on a daily basis with other command staff personnel to coordinate efforts.

The Deputy Chief will utilize a variety of management information, statistics and reports to oversee department operations.

Read daily dispatch reports, inquiring into any unusual situations noted.

Holds regular meetings with subordinates.

Advises and assists subordinates with difficult or unusual problems.

Participates in departmental policy making and assist the Chief in drafting staff proposals.

Evaluates performance and discipline and ensures that reports are submitted as required.

May be required to take charge at the scene of major operations such as natural disasters, hostage situations or major felonies.

#### PHYSICAL SKILLS REQUIRED:

The Deputy Chief must be able to perform basic law enforcement functions when required, such as making arrests, searching and handcuffing prisoners.

Must be able to qualify with service weapon and utilize chemical spray, baton, and other self-defense equipment.

Must be able to operate a standard police vehicle under both emergency and non-emergency driving conditions.

Must be able to use a personal computer to type reports, and access databases for criminal and motor vehicle information, as well as for management information.

Must be able to use physical force to gain entry to premises or subdue or control violent persons.

Must be able to administer first aid and cardiopulmonary resuscitation.

Must be able to hear well enough to distinguish direction and content of conversations in person and over the telephone and radio, even in the presence of background noise.

Must be able to see well enough to read and fill out forms in artificial lighting.

Must be able to speak English well clearly and distinctly enough to use a police radio, speak to groups, or be overheard when giving commands in a crowd control situation.

Must be able to remain calm and think clearly in emergencies, and to adapt to both long and short-term stress.

#### OTHER KNOWLEDGES, SKILLS AND ABILITIES REQUIRED:

Thorough knowledge of modern police practices, techniques and methods. The Deputy Chief will have thorough knowledge of applicable State and Federal law and court decisions and Town ordinances, and of all departmental rules and regulations. Must possess considerable knowledge of the principles and practices of police administration. Ability to analyze complex problems, organize and direct the work of a staff of subordinates, advise, instruct and train personnel. Ability to write and speak effectively, deal with the public diplomatically and establish effective working relationships with individuals and groups. Skill in the use of firearms and police equipment. Possess the ability to utilize a personal computer system sufficiently to perform basic word processing functions and access the department's database and electronic mail system. Must be able to read, comprehend, interpret and explain complex written materials pertaining to law enforcement.

#### TEST AND OTHER QUALIFICATIONS REQUIRED:

Minimum qualifications established for a Patrol Officer.

United States citizen, at least 21 years of age.

Ability to meet certification requirements of the Rhode Island Police Academy at the appropriate level, and possess a valid driver's license.

#### PHYSICAL EXERTION/ENVIRONMENTAL CONDITIONS:

Work involves occasional strenuous exertion and considerable mental stress. Generally performed indoors, with occasional exposure to the elements or requirement to sit or stand for protracted periods of time.

### **C. CAPTAIN**

#### JOB SUMMARY: