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EMPLOYMENT AGREEMENT

Police Chief (Non-Classified)

THIS AGREEMENT is made and entered into this 15th day of June, 2010, by and between the CITY MANAGER OF THE CITY OF RIVERSIDE, hereinafter referred to as "CITY MANAGER", on behalf of the CITY OF RIVERSIDE, a Charter City and municipal corporation of the State of California, hereinafter referred to as "CITY", and SERGIO G. DIAZ, hereinafter referred to as "EMPLOYEE", both of whom understand as follows:

RECITALS

WHEREAS, Section 2.36.040. CLASSIFIED SERVICE of the Riverside Municipal Code provides in part that the classified service of City includes all permanent full-time officers and employees except:

"(C) persons appointed by the City Manager"; and

WHEREAS, the City Manager desires to employ Employee as said Police Chief; and

WHEREAS, Employee desires to serve in the capacity of the Police Chief; and

WHEREAS, Employee understands, acknowledges and agrees that the position of Police Chief is an at-will position not within the classified service of City; that Employee has no expectation of any vested right in said position; and that in assuming said position Employee shall serve solely at the will and pleasure of the City Manager; and

WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by which City shall receive and retain the services of Employee and to provide for terminating Employee's services at such time as the City Manager may desire to terminate Employee.

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

SECTION 1. DUTIES.

The City Manager hereby agrees to employ Employee as Police Chief to perform the functions and duties as specified in the classification specification Job Code #2360, attached hereto as Exhibit "A" and made a part hereof.

1 SECTION 2. TERM.

2 A. Effective July 1, 2010, Employee agrees to fulfill the functions and duties of
3 Police Chief of the City of Riverside.

4 B. Services provided by Employee shall commence on July 1, 2010, and shall
5 continue upon such terms and conditions as set forth herein and as may be mutually negotiated
6 by amendment to this Agreement.

7 C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right
8 of the City Manager to terminate the services of Employee at any time subject only to the
9 provisions set forth in Section 3., below.

10 D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right
11 of Employee to resign at any time from the position as Police Chief, subject only to the
12 provisions set forth in Section 3., below.

13 E. Employee agrees to remain in the exclusive employ of the City Manager on
14 behalf of the City, and neither to accept other employment nor to become employed by any other
15 Employer until this Agreement is terminated. Notwithstanding, Employee may engage in
16 secondary employment or business activity in accordance with Personnel Policy and Procedure
17 Manual Section I-10 and upon authorization by the City Manager.

18 SECTION 3. TERMINATION/MODIFICATION.

19 A. Employee understands, acknowledges and agrees that pursuant to Section 2.C.,
20 above, the City Manager may terminate this Agreement at any time with or without cause or
21 advance notice by the City Manager. The City Manager shall only be required to provide written
22 notice to Employee as to the effective date of said termination.

23 B. In the event this Agreement is terminated, Employee agrees to immediately
24 surrender the position of Police Chief; any and all writings containing information relating to the
25 conduct of the City's business prepared, owned, used or retained by Employee regardless of
26 physical form or characteristics; and any and all equipment, tools, or other materials of whatever
27 nature provided to Employee by City in Employee's capacity of Police Chief. Employee shall be
28 entitled to receive payment for all hours worked, any holiday pay due and owing, all vacation

1 hours accrued to the date of termination and any deferred compensation contributions made by
2 Employee (including contributions by the employer on behalf of the Employee).

3 C. In the event Employee desires to terminate this Agreement during such time as
4 the City Manager desires Employee to continue in the capacity of Police Chief, then, in that
5 event, Employee agrees to provide the City Manager with two (2) weeks prior written notice of
6 said termination.

7 D. In the event City Manager desires to terminate this Agreement during which time
8 Employee is ready, willing and able to perform the functions and duties set forth herein, then in
9 that event, City Manager agrees to provide Employee with severance pay representing one (1)
10 month's salary (exclusive of fringe benefits) for each year of service to the City up to a
11 maximum of six (6) month's salary.

12 E. The City Manager has the right to modify or alter Employee's position, with or
13 without cause or advance notice, through actions other than termination, such as demotion or
14 transfer.

15 F. No City representative has authority to agree to anything contrary to employment
16 at-will unless it is specific, in writing, and signed by the City Manager.

17 SECTION 4. SALARY AND BENEFITS.

18 A. City agrees to pay Employee pursuant to the salary range of the classification
19 "Police Chief" as set forth in Riverside City Council Resolution No. 21052 as the same now
20 exists or may hereafter be amended. Effective July 1, 2010, Employee shall receive an annual
21 salary of *Two Hundred Thirty Thousand Dollars* (\$230,000.00) payable in the same manner and
22 time as are all other employees of City. Said amount reflects all salary adjustments afforded to
23 members of the Riverside Police Administration Association (RPAA).

24 B. City agrees to adjust Employee's salary consistent with the salary increases and
25 salary adjustments granted by the City to the members of the Riverside Police Administration
26 Association. Employee therefore waives any salary increases and adjustments which may be
27 granted to the Executive Management Group. City also agrees to adjust the fringe benefits of the
28 Employee in the same manner as adjustments are granted to the Executive Management Group.

1 C. Effective July 1, 2010, Employee shall accrue vacation leave at the rate of 7.70
2 hours per pay period as said pay periods are established by City. Employee shall be credited
3 with 200 accrued vacation hours upon employment.

4 D. Effective July 1, 2010, Employee shall accrue sick leave at the rate of 3.70 hours
5 per pay period as said pay periods are established by City. Employee shall be credited with 96
6 accrued sick leave hours upon employment.

7 E. All actions taken by City relating to fringe benefits as hereinafter defined shall be
8 considered actions including and applying to Employee. The term "fringe benefits", as used
9 herein are set forth in City's Personnel Policy and Procedure Manual and the Fringe Benefits and
10 Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and are
11 defined herein to specifically include vacation and sick leave, holidays, retirement (PERS)
12 benefits and payments, health, dental and life insurance, and deferred compensation as is
13 provided to other City employees in the Executive Management Group. In addition, City shall
14 make available a long-term disability insurance plan for Employee, as the same is provided to
15 other City employees in the Executive Management Group.

16 F. Employee understands, acknowledges and agrees that the position of Police Chief
17 is commensurate with an exempt employee under the Fair Labor Standards Act, and shall not be
18 entitled to receive any overtime pay, compensatory time, or other premium pay or compensation,
19 except as may be provided by the above-cited Personnel Policy.

20 SECTION 5. PERFORMANCE EVALUATION.

21 The City Manager may evaluate Employee's performance after the first six (6) months
22 and thereafter on or about the anniversary date of the effective date of this Agreement. Every
23 year the City Manager and Employee may, in addition, set goals and objectives for the ensuing
24 year.

25 SECTION 6. OTHER TERMS AND CONDITIONS.

26 The City Manager, in consultation with Employee, may fix such other terms and
27 conditions of employment as they may determine from time to time, relating to the duties and
28 performance of Employee, provided such terms and conditions are not inconsistent with or in

1 conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law,
2 ordinance, resolution or regulation. The City Manager can exercise his/her discretion in
3 imposing discipline short of termination when, in his/her sole discretion, he/she deems it
4 appropriate.

5 SECTION 7. NOTICES.

6 Notices pursuant to this Agreement shall be given by deposit in the custody of the United
7 States Postal Service, postage prepaid, addressed as follows or as such address may be changed
8 from time to time upon notice to the other:

9 City: City Manager
10 City of Riverside
11 3900 Main Street
12 Riverside, CA 92522

13 Employee: Sergio G. Diaz
14 

15 SECTION 8. NONDISCRIMINATION.

16 Pursuant to Section 6.26.055 of the Riverside Municipal Code as the same now exists or
17 hereafter may be amended, Employer agrees not to discriminate in the performance of
18 Employee's functions and duties on the grounds of or because of race, color, creed, national
19 origin, ancestry, age, sex, sexual orientation or disability, including the medical condition of
20 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto.

21 SECTION 9. ENTIRE AGREEMENT.

22 This Agreement contains the entire agreement between the parties hereto. No promise,
23 representation, warranty or covenant not included in this Agreement has been or is relied on by
24 any party hereto.

25 SECTION 10. ASSIGNMENT.

26 THIS AGREEMENT is not assignable by either City or Employee.

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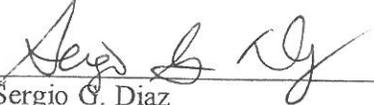
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IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

"EMPLOYEE"

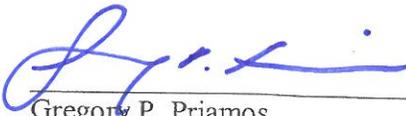
CITY OF RIVERSIDE


Sergio C. Diaz


Bradley J. Hudson
City Manager

Attest 
City Clerk

Approved as to Form:


Gregory P. Priamos
City Attorney

2360

CITY OF RIVERSIDE
HUMAN RESOURCES DEPARTMENT
CLASSIFICATION SPECIFICATION

09/27/00
Revised

TITLE: POLICE CHIEF

DEFINITION

Under general direction of the City Manager, to plan, direct, supervise, and coordinate the activities of the Police Department in law enforcement and crime prevention; to provide highly responsible and technical staff assistance to the City Manager and City Council; and to do related work as required.

REPORTS TO: City Manager

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Direct and participate in the development of goals, objectives, policies and priorities.
- Plan, direct, supervise and coordinate the activities of Police Department personnel in preserving order, protecting life and property, and in enforcing laws and municipal ordinances.
- Formulate departmental rules, procedures, and policies and see that they are carried out.
- Research modern police management methods, formulate and enforce rules, procedures and policies for efficient operation of the Department.
- Direct the development and implementation of departmental in-service training program.
- Review the evaluations of employee performance and take appropriate disciplinary action where necessary.
- Prepare and administer the Department budget.
- Coordinate departmental recommendations for the purchase of equipment and supplies.
- Confer with citizens and City officials on law enforcement problems and assist in the development of innovative municipal law enforcement polices.
- Attend county, area, and State police conferences and meeting with other public officials.
- Cultivate good community relations by appearing before civic, fraternal and other community groups.
- Recommend adoption and assist in preparation of ordinances.
- Coordinate law enforcement activities with the activities of other of other City departments and other law enforcement agencies.
- Select, supervise, train, and evaluate assigned staff.

QUALIFICATIONS

Knowledge of:

- Modern principles, practices, and techniques of police administration, organization, and operation.

- Technical and administrative phases of crime prevention and law enforcement, including investigation and identification, patrol, traffic control, juvenile delinquency control, record-keeping, and care and custody of persons and property.
- Laws, ordinances, and regulations affecting the work of the Department.

Ability to:

- Communicate clearly and concisely, orally and in writing.
- Plan, direct, supervise and coordinate the work of the Police Department.
- Develop and administer sound departmental policies.
- Properly interpret and make decisions in accordance with laws, regulations, and policies.

Education and Experience:

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: Completion of a bachelor's degree from an accredited college or university with major work in police science, public or business administration or related field.

Experience: Ten years' broad and extensive experience in all major phases of municipal police work, including at least five years in a responsible middle management capacity preferably in a municipal police department.

MEDICAL CATEGORY: Group 3