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EMPLOYMENT AGREEMENT

Fire Chief (Non-Classified)

THIS AGREEMENT is made and entered into this 22 day of August, 2014, 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 MICHAEL D. MOORE, 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 Fire Chief; and

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

WHEREAS, Employee understands, acknowledges and agrees that the position of Fire 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 Fire Chief to perform the functions and duties as specified in the classification specification Job Code #2170, attached hereto as Exhibit "A" and made a part hereof.

1 **SECTION 2. TERM.**

2 **A. Effective August 26, 2014, Employee agrees to fulfill the functions and duties of**
3 **Fire Chief of the City of Riverside.**

4 **B. Services provided by Employee shall commence on August 26, 2014, 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 Fire Chief, subject only to the provisions**
12 **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 Fire 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 Fire 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 Fire Chief, then, in that event,
5 Employee agrees to provide the City Manager with two (2) weeks prior written notice of said
6 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 G. In the event that this Employment Agreement is terminated, any cash settlement
18 related to the termination that the Employee may receive from the City shall be fully reimbursed
19 to City if Employee is convicted of a crime involving an abuse of his or her office or position as
20 defined in Government Code section 53243.4.

21 SECTION 4. SALARY.

22 A. City agrees to pay Employee pursuant to the salary range of the classification
23 "Fire Chief" as set forth in Riverside City Council Resolution No. 21052 as the same now exists
24 or may hereafter be amended. Effective August 26, 2014, Employee shall receive an annual
25 salary of *Two Hundred Fifteen Thousand Dollars* (\$215,000.00) payable in the same manner and
26 time as are all other employees of City. Said amount reflects all salary adjustments afforded to
27 members of the Executive Management Group.

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1 **SECTION 5. FRINGE BENEFITS.**

2 A. Effective August 26, 2014, Employee shall accrue vacation leave at the rate of
3 7.70 hours per pay period (200 hours annually) as said pay periods are established by City.
4 Employee shall be credited with 100 hours of accrued vacation leave upon commencement of
5 employment.

6 B. Effective August 26, 2014, Employee shall accrue sick leave at the rate of 3.70
7 hours per pay period as said pay periods are established by City. Employee shall be credited
8 with 100 hours of accrued sick leave upon commencement of employment.

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

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

22 **SECTION 6. PERFORMANCE EVALUATION.**

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

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SECTION 7. OTHER TERMS AND CONDITIONS.

The City Manager, in consultation with Employee, may fix such other terms and conditions of employment as they may determine from time to time, relating to the duties and performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law, ordinance, resolution or regulation. The City Manager can exercise his/her discretion in imposing discipline short of termination when, in his/her sole discretion, he/she deems it appropriate.

SECTION 8. NOTICES.

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

City: City Manager
City of Riverside
3900 Main Street
Riverside, CA 92522

Employee: Michael D. Moore


SECTION 9. NONDISCRIMINATION.

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

SECTION 10. ENTIRE AGREEMENT.

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

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SECTION 11. ASSIGNMENT.

THIS AGREEMENT is not assignable by either City or Employee.

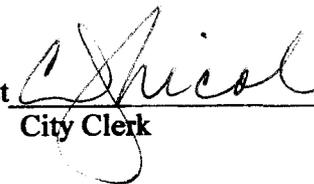
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

"EMPLOYEE"

CITY OF RIVERSIDE


Michael D. Moore


Scott C. Barber
City Manager

Attest 
City Clerk

Approved as to Form:


Interim City Attorney

[04-1355.514]