

1 may desire to terminate Employee.

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

4 **SECTION 1. DUTIES.**

5 The City Manager hereby agrees to employ Employee as FIRE CHIEF to perform the
6 functions and duties as specified in the classification specification Job Code #2170, attached
7 hereto as Exhibit "A" and made a part hereof.

8 **SECTION 2. TERM.**

9 A. Effective October 10, 2024, Employee agrees to fulfill the functions and duties of
10 FIRE CHIEF of the City of Riverside.

11 B. Services provided by Employee shall commence on October 10, 2024, and shall
12 continue upon such terms and conditions as set forth herein and as may be mutually negotiated
13 by amendment to this Agreement.

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

17 D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the
18 right of Employee to resign at any time from the position as FIRE CHIEF, subject only to the
19 provisions set forth in Section 3 below.

20 E. Employee agrees to remain in the exclusive employ of the City and neither to
21 accept other employment nor to become employed by any other Employer until this Agreement
22 is terminated. Notwithstanding, Employee may engage in secondary employment or business
23 activity in accordance with Personnel Policy and Procedure Manual Section I-7 and upon
24 authorization by the City Manager.

25 **SECTION 3. TERMINATION/MODIFICATION.**

26 A. Employee understands, acknowledges, and agrees that pursuant to Section 2.C.,
27 above, the City Manager may terminate this Agreement at any time with or without cause or
28 advance notice by the City Manager. The City Manager shall only be required to provide written

1 notice to Employee as to the effective date of said termination.

2 B. In the event this Agreement is terminated, Employee agrees to immediately
3 surrender the position of FIRE CHIEF, any and all writings containing information relating to
4 the conduct of the City's business prepared, owned, used or retained by Employee regardless of
5 physical form or characteristics, and any and all equipment, tools, or other materials of whatever
6 nature provided to Employee by City in Employee's capacity of FIRE CHIEF. Employee shall
7 be entitled to receive payment for all hours worked, any holiday pay due and owing, all vacation
8 hours accrued to the date of termination and any deferred compensation contributions made by
9 Employee (including contributions by the employer on behalf of the Employee).

10 C. In the event this Agreement is terminated for cause, the City's obligation to pay
11 Employee under "E" below, shall immediately cease. "Cause" means Employee has engaged in
12 or committed any of the following: willful misconduct; gross negligence; theft; fraud or other
13 illegal conduct; refusal or unwillingness to perform duties; failure to adequately perform his/her
14 job duties; dishonesty in performing his/her job duties; violation of the City's written policies or
15 rules; conduct which reflects adversely upon, or making any remarks disparaging of, the City;
16 insubordination; conviction of a felony or any crime involving an act of dishonesty, moral
17 turpitude, deceit or fraud; any willful act that injures the reputation of the City; violation of any
18 fiduciary duty; violation of any duty of loyalty; and breach of this Agreement.

19 D. In the event Employee desires to terminate this Agreement during such time as
20 the City Manager desires Employee to continue in the capacity of FIRE CHIEF, then, in that
21 event, Employee agrees to provide the City Manager with two (2) weeks prior written notice of
22 said termination.

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

28

1 F. The City Manager has the right to modify or alter Employee's position, with or
2 without cause or advance notice, through actions other than termination, such as demotion or
3 transfer.

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

6 H. In the event that this Employment Agreement is terminated, any cash settlement
7 related to the termination that the Employee may receive from City shall be fully reimbursed to
8 City if Employee is convicted of a crime involving an abuse of his or her office or position as
9 defined in Government Code section 53243.4.

10 **SECTION 4. SALARY.**

11 City agrees to pay Employee pursuant to the salary range of the classification
12 "FIRE CHIEF" as set forth in Riverside City Council Resolution No. 21052 as the same now
13 exists or may hereafter be amended. Effective October 10, 2024, Employee shall receive an
14 annual salary of *Three-Hundred Thirty-One Thousand Nine-Hundred Five Dollars*
15 (\$331,905.00), payable in the same manner and time as are all other employees of City.

16 **SECTION 5. FRINGE BENEFITS.**

17 A. Effective October 10, 2024, Employee shall accrue vacation leave at the rate of
18 7.70 hours per pay period (200 hours annually) as said pay periods are established by City.

19 B. Effective October 10, 2024, Employee shall accrue sick leave at the rate of 3.70
20 hours per pay period as said pay periods are established by City.

21 C. All actions taken by City relating to fringe benefits as hereinafter defined shall be
22 considered actions including and applying to Employee. The term "fringe benefits", as used
23 herein are set forth in City's Personnel Policy and Procedure Manual and the Fringe Benefits and
24 Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and include
25 vacation and sick leave, holidays, retirement (PERS) benefits and payments, health, dental and
26 life insurance, and deferred compensation. In addition, City shall make available a long-term
27 disability insurance plan for Employee, as the same is provided to other City employees in the
28 classified management ranges.

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

5 **SECTION 6. PERFORMANCE EVALUATION.**

6 The City Manager may evaluate Employee's performance after the first six (6) months
7 and thereafter annually on or about July 1. Every year the City Manager and Employee may, in
8 addition, set goals and objectives for the ensuing year.

9 **SECTION 7. AUTOMOBILE ALLOWANCE/PARKING.**

10 Employee shall receive the use of a city-owned vehicle and fuel as set forth in the Fringe
11 Benefits and Salary Plan No. 21052. Employer shall also provide parking at no cost to
12 Employee.

13 **SECTION 8. DEFERRED COMPENSATION.**

14 The City will make a monthly deferred compensation employer contribution to the 401a-
15 plan of Two Hundred Fifty Dollars (\$250.00) provided the employee contributes at least Twenty-
16 Five Dollars semimonthly. The employer contributions will cease upon termination of the
17 Employee's employment.

18 **SECTION 9. WORK LIFE BALANCE.**

19 Both parties acknowledge that employees generally, including but not limited to the
20 Employee, are most productive when they maintain a work-life balance that enables them to
21 meet their responsibilities outside work while also upholding their responsibilities in the
22 workplace. Further, both parties acknowledge that increasing the opportunity to achieve a work-
23 life balance can be as important a factor as pay and benefits. To this end, the City Manager will
24 reinforce work-life balance throughout the City organization consistent with workplace
25 responsibilities and City Council priorities.

26 **SECTION 10. OTHER TERMS AND CONDITIONS.**

27 The City Manager, in consultation with Employee, may fix such other terms and
28 conditions of employment as they may determine from time to time, relating to the duties and

1 performance of Employee, provided such terms and conditions are not inconsistent with or in
2 conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law,
3 ordinance, resolution or regulation. The City Manager can exercise his/her discretion in
4 imposing discipline short of termination when, in his/her sole discretion, he/she deems it
5 appropriate.

6 **SECTION 11. NOTICES.**

7 Notices pursuant to this Agreement shall be in writing and shall be personally served,
8 given by mail or by overnight delivery. Any notice given by mail shall be deemed given when
9 deposited in the United States Mail, certified and postage prepaid, addressed to the City at 3900
10 Main Street, Riverside, California 92522, and the Employee at the address then currently on file
11 with the Human Resources Department, or such other address as may be given, in writing, to the
12 other party.

13 **SECTION 12. NONDISCRIMINATION.**

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

21 **SECTION 13. 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.

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SECTION 14. ASSIGNMENT.

THIS AGREEMENT is not assignable by either City or Employee.

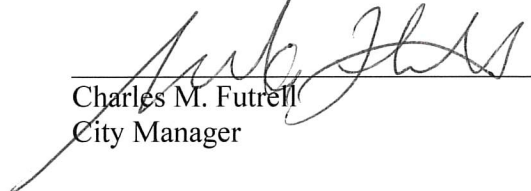
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

“EMPLOYEE”

CITY OF RIVERSIDE



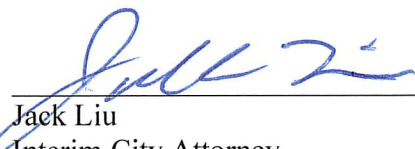
Steven McKinster
Employee



Charles M. Futrell
City Manager

Attest 

Donesia Gause
City Clerk

Approved as to Form:


Jack Liu
Interim City Attorney

CAO TEMPLATE
2/22/22 sw TEMPLATES-16

EXHIBIT A
Classification Specification Job Code #2170

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City of Arts & Innovation

City of Riverside
Fire Chief (Non-Classified)

CLASS CODE 2170

BARGAINING UNIT Executive

REVISION DATE September 21, 2011

Definition

Under executive direction, to plan, organize, and direct the activities of the City's Fire Department including fire suppression, prevention, and supportive services; to provide highly responsible and technical staff assistance to the City Manager and City Council; and to do related work as required.

Distinguishing Characteristics

This is the executive level classification in the Fire Management series. The incumbent is expected to assume overall responsibility for all facets of municipal Fire Department programs and activities, including providing leadership in establishing general direction, goals, and priorities. The incumbent works under direction and exercises independent judgment in the performance of a variety of professional, complex, and difficult duties.

Positions that are designated as Non-Classified are exempt from the classified service. The incumbent shall be appointed "at-will" and serve at the pleasure of the City Manager.

Supervision Received and Exercised

Receives executive direction from the City Manager and/or Assistant City Manager. Exercises general direction over professional, para-professional, technical, protective service, and clerical staff.

Reports To: City Manager and/or Assistant City Manager

Examples of Duties

Typical duties may include, but are not limited to, the following:

- Plan, develop, and implement policies, goals, objectives, and priorities.
- Plan, direct, coordinate, organize, and supervise the departmental operations of fire suppression and prevention activities.
- Coordinate and direct the provision of departmental support services of alarm and equipment maintenance, in-service training, and fire inspection maintaining departmental efficiency and effectiveness.
- Respond to major fire alarms and personally direct fire suppression activities.
- Direct and personally conduct major fire investigations.
- Direct and coordinate fire inspection activities and manage the enforcement of fire prevention ordinances and state laws.
- Prepare a variety of technical and departmental activities reports and records.
- Prepare and administer the departmental annual budget.
- Respond to the most difficult complaints and requests for information.
- Represent the city in relationships with the public, community groups, professional organizations, other city departments and divisions, and outside agencies.
- Coordinate Fire Department activities with other city departments and divisions, and with outside agencies.
- Select, supervise, train and evaluate staff.

Knowledge, Skills & Abilities**Knowledge of:**

- Principles, practices, methods, and techniques of modern fire prevention suppression activities.
- Operation, maintenance, and uses of firefighting apparatus and equipment.
- Principles and practices of modern municipal fire department administration and personnel training.
- Applicable laws, rules, regulations, ordinances, and codes pertaining to fire prevention, inspection, and suppression.

Ability to:

- Plan, direct, and organize fire prevention, suppression and support activities.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Communicate clearly and concisely, orally, and in writing.
- Supervise, train, and evaluate subordinates.
- Formulate and administer sound departmental policy.

Minimum Qualifications**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: Equivalent to a Bachelor's degree from an accredited college or university with major work in fire science, public administration or a closely related field.

Experience: Five years' increasingly responsible supervisory and administrative experience at the level of Fire Battalion Chief or above.

Supplemental Information

Medical Category: Group 3

Necessary Special Requirement

Possession of an appropriate, valid class "C" California Motor Vehicle Operator's License.

Career Advancement Opportunities

From: Fire Chief

To: Assistant City Manager