

1 functions and duties as specified in the classification specification Job Code #2360, attached
2 hereto as Exhibit "A" and made a part hereof.

3 SECTION 2. TERM.

4 A. Effective February 7, 2020, Employee agrees to fulfill the functions and duties of
5 Police Chief of the City of Riverside.

6 B. Services provided by Employee shall commence on February 7, 2020, and shall
7 continue upon such terms and conditions as set forth herein and as may be mutually negotiated
8 by amendment to this Agreement.

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

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

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

20 SECTION 3. TERMINATION/MODIFICATION.

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

25 B. In the event this Agreement is terminated, Employee agrees to immediately
26 surrender the position of Police Chief; any and all writings containing information relating to the
27 conduct of the City's business prepared, owned, used or retained by Employee regardless of
28 physical form or characteristics; and any and all equipment, tools, or other materials of whatever

1 nature provided to Employee by City in Employee's capacity of Police Chief. Employee shall be
2 entitled to receive payment for all hours worked, any holiday pay due and owing, all vacation
3 hours accrued to the date of termination and any deferred compensation contributions made by
4 Employee (including contributions by the employer on behalf of the Employee).

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

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

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

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

19 SECTION 4. SALARY.

20 City agrees to pay Employee pursuant to the salary range of the classification "Police
21 Chief" as set forth in Riverside City Council Resolution No. 21052 as the same now exists or
22 may hereafter be amended. Effective February 7, 2020, Employee shall receive an annual salary
23 of *Three Hundred Thirty-Four Thousand Two Hundred Sixty Four Dollars and Thirty Five Cents*
24 (\$334,264.35) payable in the same manner and time as are all other employees of City. Said
25 amount reflects all salary adjustments afforded to the members of the Executive Management
26 Group.

27 SECTION 5. FRINGE BENEFITS.

28 A. Effective February 7, 2020, Employee shall accrue vacation leave at the rate of

1 7.70 hours per pay period (200 hours annually) as said pay periods are established by City.

2 B. Effective February 7, 2020, Employee shall accrue sick leave at the rate of 3.70
3 hours per pay period as said pay periods are established by City.

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

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

17 SECTION 6. PERFORMANCE EVALUATION.

18 The City Manager may evaluate Employee's performance after the first three (3) months
19 and thereafter on or about the anniversary date of the effective date of this Agreement. Every
20 year the City Manager and Employee may, in addition, set goals and objectives for the ensuing
21 year.

22 SECTION 7. AUTOMOBILE ALLOWANCE/PARKING

23 Employee shall receive the use of a city-owned vehicle and fuel as set forth in the Fringe
24 Benefits and Salary Resolution No. 21052. Employer shall also provide parking at no cost to
25 Employee.

26 SECTION 8. 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 9. 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 by mail shall be deemed when deposited in
9 the United States Mail, certified and postage prepaid, addressed to the respective parties at 3900
10 Main Street, Riverside, California 92522, or such other address as may be given, in writing, to
11 the other party.

12 SECTION 10. NONDISCRIMINATION.

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

20 SECTION 11. ENTIRE AGREEMENT.

21 This Agreement contains the entire agreement between the parties hereto. No promise,
22 representation, warranty or covenant not included in this Agreement has been or is relied on by
23 any party hereto. This Agreement supersedes all prior oral or written agreements about the
24 nature of the employment relationship between the City and Employee.

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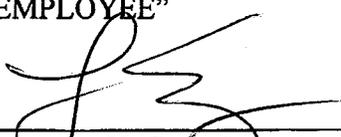
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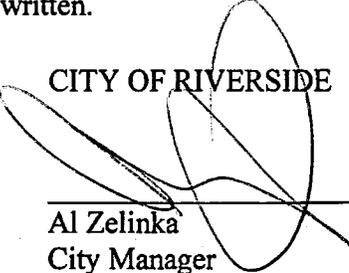
SECTION 12. ASSIGNMENT.

THIS AGREEMENT is not assignable by either City or Employee.

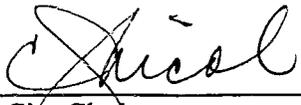
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

"EMPLOYEE"


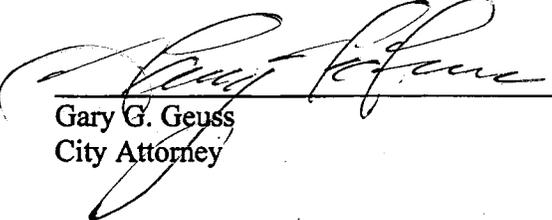
Lawrence V. Gonzalez

CITY OF RIVERSIDE


Al Zelinka
City Manager

Attest 

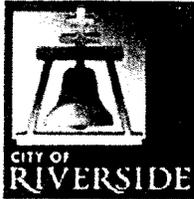
City Clerk

Approved as to Form:


Gary G. Geuss
City Attorney

[04-1355.749]

COPY



Police Chief (Non-Classified)

Class Code:
2360

Bargaining Unit: Executive

City of Arts & Innovation

CITY OF RIVERSIDE

Revision Date: Sep 21, 2011

DEFINITION:

Under executive 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.

DISTINGUISHING CHARACTERISTICS:

This is the executive level classification in the Police Department. Positions 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. Exercises management direction over professional, technical, and administrative support staff.

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 policies.
- 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.

KNOWLEDGE, SKILLS & ABILITIES:

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 polices.

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: 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.

SUPPLEMENTAL INFORMATION:

Medical Category: Group 1

Career Advancement Opportunities

From: Police Chief

To: City Manager