

**MANUEL CID, POLICE
CHIEF**

**EXECUTIVE EMPLOYMENT
AGREEMENT**

This Employment Agreement is entered into on this 24th day of May 2021, by and between the City of Culver City, California, a municipal corporation, hereinafter referred to as "City", and Manuel Cid, hereinafter known as "Employee". The City and the Employee are collectively referred to as "the Parties" and agree as follows:

RECITALS

- A. The City Council of the City of Culver City desires to enter into this Agreement:
1. To appoint Employee as Police Chief of the City of Culver City.
 2. To encourage the highest standards of public service on the part of Employee and provide assurances to Employee regarding his employment by offering certain compensation, benefits, and other incentives.
 3. To ensure that Employee shall do his utmost to promote the City's interests and devote such time and effort as necessary to properly perform his duties.
 4. To establish an equitable process for terminating Employee's services at such time as he may be unable to fully discharge his duties, or when City may desire to otherwise terminate his employment in accordance with this Agreement.
 5. To establish a framework for a working relationship built on mutual respect.
- B. Employee desires to accept such employment with City on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. EMPLOYMENT AND DUTIES:

The City hereby agrees to employ Employee as Police Chief of the City of Culver City. Employee is appointed by and serves at the pleasure of the City Council in an at-will capacity. Employee shall exercise the powers and perform the duties of the position of Police Chief, as set forth in Federal and State law, the City Charter, Culver City Municipal Code, resolutions, policies, and other rules and regulations including, but not limited to, those duties listed in Exhibit "A" attached hereto and incorporated herein by this reference. In addition, Employee shall exercise such other powers and perform such other lawful duties as the City Council may from time-to-time assign to Employee.

2. TERM OF AGREEMENT:

A. This Agreement shall continue in full force and effect unless and until modified by City and Employee in writing, or unless and until such time as Employee's employment relationship is terminated in accordance with Section 3.

B. Unless approved in advance or otherwise directed by the City Council in writing, Employee shall not engage in any activity, consulting

service or enterprise, for compensation or otherwise, which in the determination of the City Council, actually or potentially is in conflict with or inimical to, or which interferes with, his duties and responsibilities to Employer.

3. TERMINATION OF AGREEMENT:

A. By City Council action, City may terminate this Agreement, at any time, with or without cause, upon thirty (30) days written notice to Employee. Under no circumstance shall the City terminate this Agreement within ninety (90) days immediately before or following a regular Culver City municipal election.

B. Employee may terminate this Agreement at any time upon thirty (30) days written notice to the City. Upon Employee's termination of this Agreement, Employee shall not be entitled to any severance pay, with the exception of all unused accruals as outlined in the Culver City Police Management Group Memorandum of Understanding ("CCPMG MOU)

C. In the event Employee is unable to perform his duties, with or without reasonable accommodation, due to incapacity or illness, as verified appropriately by the City's physician, Employee shall be entitled to leave as required by law or the CCPMG MOU, and the City Council may also grant any other form of leave it deems appropriate.

D. Reversion. Should City Council determine to remove Employee without cause, Employee shall have the right to be placed in the position of Assistant Police Chief without loss of rights or privileges and upon the same terms and conditions of employment as if Employee had been placed and remained in said position continuously, prior to his appointment as Acting Police Chief and

Police Chief. Each day that employee serves or has served as Police Chief and Acting Police Chief, shall be credited toward towards any required probationary period for Assistant Police Chief, as if served in that position. If Employee is removed for cause, as described below, this contractual right of reversion does not apply.

4. DISCIPLINE AND/OR TERMINATION FOR CAUSE:

A. This Agreement may be terminated by the City Council for "cause." For purposes of this Agreement, "cause" shall be defined as circumstances where Employee:

- (i) Refuses and/or willfully fails to perform the duties of his position; or
- (ii) Refuses and/or willfully fails to carry out the lawful orders, directions or decisions of the City Council; or
- (iii) Commits any material act of dishonesty, malfeasance, moral turpitude, fraud, or theft; or
- (iv) Willfully violates or fails to adhere to City or Police Department rules and/or regulations.

B. City reserves the right to take appropriate disciplinary action, including but not limited to termination of employment for Cause.

C. Employee shall be provided written notice of City's intent to take disciplinary action for Cause at least ten (10) calendar days prior to the City Council meeting at which a final decision will be made. Employee shall be provided an opportunity to respond to the notice of intended action. Any decision or action of the City Council following such response shall be final.

D. Due to the salaried and exempt nature of Employee's position, if Employee is relieved of duty during the pendency of the above process, Employee shall continue to receive full pay and benefits until final action of the City Council has been taken.

5. ADMINISTRATIVE APPEAL

If employee is removed as Chief of Police, whether for cause or not, he will be provided an administrative appeal hearing as may be required by Government Code section 3304. Any administrative appeal will be conducted pursuant to the appeal procedure set forth in CCPMG MOU. If the employee is removed without cause, the limited purpose of the appeal hearing shall be to permit the employee to establish a record of the circumstances around his removal. In such case, the City Manager or his or her designee shall serve as the hearing officer and issue recommendation to the City Council.

6. SALARY AND COMPENSATION:

Employee shall be compensated and receive all the benefits as set forth in the adopted CCPMG Memorandum of Understanding effective January 1, 2021 – December 31, 2022, and as may be amended in the future. Employee's base annual salary shall be \$247,160 and may be adjusted as provided in the Salary Initiative Ordinance and the CCPMG MOU. Payment of Employee's Salary shall be made in biweekly installments in the same manner as other employees of the City.

7. PERFORMANCE EVALUATION:

The City Council shall review and evaluate the performance of Employee quarterly for the first year of this Agreement and at least once per year thereafter for the remainder of the term of this Agreement. At a minimum, the annual review shall take place on or about the anniversary date of this Agreement. The Mayor shall provide Employee with a written summary of the findings of the City Council, and provide an adequate opportunity for Employee to discuss his evaluations with the City Council. The City Council and/or Employee may desire additional performance evaluations between anniversary dates. Such evaluations shall be less formal and may be conducted without written comments or reports.

8. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. Other Conditions. The City Council may, from time-to-time in writing, fix other terms and conditions of employment relating to Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, Culver City Municipal Code, or other applicable law.

B. Communications with the City Council. It will be the obligation of the Employee to be accessible to the Mayor and all Members of the City Council on as equal a basis as reasonably possible and to

communicate information to the Mayor and all Members of the City Council in a similar and equal manner at approximately the same time.

C. Notification of Leave from Office. Employee shall provide the City Council with reasonable notice prior to taking two (2) or more consecutive vacation or administrative days off.

D. Indemnification. City shall defend, hold harmless and indemnify Employee against any liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as Chief of Police, in accordance with the provisions of applicable law, including Government Code Section 825, and shall further provide Employee a defense in accordance with the provisions of applicable law, including California Government Code Section 995, et seq., subject to the limitations and qualifications contained in these or other applicable statutes. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment resulting therefrom. The obligation to defend and indemnify Employee shall survive the termination or expiration of this Agreement as to liability incurred during the term hereof. Nothing in this subsection shall be deemed to reduce the City's obligation to defend or indemnify Employee under applicable Federal, State or local law.

9. GENERAL PROVISIONS:

A. Entire Agreement. This Agreement represents the entire Agreement between the City and Employee regarding the matters described

hereunder, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement, and any subsequent successors, heirs and assigns.

B. Modification. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.

c. Notice. Any notice given to City under this Agreement shall be given in writing to City, either by personal service or by registered and certified mail, postage prepaid, addressed to the City of Culver City, City Clerk at City's principal place of business. Any notice to Employee shall be given in a like manner, and if mailed shall be mailed to the Employee at his home address as shown in City's personnel files.

D. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

E. Resolution of Disputes. Should a dispute arise between the Parties specifically concerning the amount of salary or period for which salary is to be paid, the Parties agree that the dispute shall be submitted to binding arbitration. Such arbitration shall be conducted by a mutually agreed arbitrator and pursuant to the rules of the American Arbitration Association.

Each Party shall bear one-half the costs of the arbitration. The arbitrator may award costs and attorney's fees to the prevailing party as determined by the arbitrator. The Parties agree that any disputes resolved by arbitration shall be final and binding. Any other disputes arising out of this Agreement, not specifically referenced herein, shall not be subject to the provisions of this Section.

F. Governing Law. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.

G. Effective Date. The effective date of this Agreement is the date it is signed on behalf of the City.

EMPLOYEE

Dated: _____

By: _____
Manuel Cid
Police Chief

CITY OF CULVER CITY

Dated: _____

By: _____
Alex Fisch,
Mayor, City of Culver City

ATTEST:

Jeremy Green, City Clerk

APPROVED AS TO FORM:

Carol A. Schwab, City Attorney

EXHIBIT "A"



CHIEF OF POLICE

DEFINITION

This executive level classification is in the classified service category and serves as head of the Police Department and assumes management responsibility for law enforcement and crime prevention within the City including patrol, traffic enforcement, investigation, detention, administrative, and other related work activities.

SUPERVISION RECEIVED AND EXERCISED

This position reports to the City Council with administrative oversight by the City Manager. Responsibilities include supervision of the Assistant Chief of Police, Police Captains, and other sworn and non-sworn personnel as applicable.

ESSENTIAL JOB DUTIES

The following tasks are essential for this position. The position may not perform all of these tasks at any given time, and/or may perform similar related tasks not listed here.

1. Documents and regularly updates the City's law enforcement service needs and formulates and monitors goals, objectives, plans, and policies for adequately meeting these needs considering risk levels, legal mandates and current and future costs.
2. Communicates these goals, objectives, plans, and policies to the City Council, departmental personnel, the City Manager, and the public.
3. Evaluates police programs and services to ensure they are effective and meet the department's goals, objectives, plans and policies.
4. Plans, directs, organizes and supervises the personnel, equipment, facilities and other resources of the department in preserving order, protecting life and property, and in enforcing the law.
5. Maintains a competent and motivated work force through effective training, performance evaluation, and disciplinary programs and procedures.
6. Maintains a close working relationship with other City departments and participates with other criminal justice agencies in an adequate and timely fashion.
7. Mobilizes the community to assist in the protection of their lives, property, and maintenance of order.
8. Assesses police performance and problems through meetings with departmental staff, the public, and review of management reports. Initiates changes to improve law enforcement and crime prevention in the City.
9. Directs the preparation of the departmental budget and keeps actual expenditures within the limits set.

10. Keeps abreast of and utilizes, where appropriate, new police service programs, tactics ID and technologies.
11. Fosters a decision making environment in the Department in which the Chief of Police, Assistant Chief of Police, and Police Captains can function effectively as a coordinated management team.
12. Ensures a sense of service is developed and maintained by each departmental employee so that each employee supports a concept of the department as a community resource.

MINIMUM KNOWLEDGE, SKILLS AND ABILITY

Knowledge of:

- Technical and administrative principles and accepted good practices of law enforcement and relevant crime prevention.
- Modern planning, management, budgeting, and organizational techniques.
- Relevant laws, ordinances and court cases which impact police services.
- Governmental operations at the local, state and federal level.
- Investigative techniques and principles.
- Police requirements and limitations on police authority.

Skill and Ability to:

- Analyze police problems and to develop policies and procedures to resolve and avoid recurrence of these problems
- Command the respect of police personnel.
- Maintain effective working relations.
- Perform objective setting and performance monitoring.
- Perform program evaluation, productivity improvement and cost-benefit analysis.
- Identify, evaluate, motivate and develop supervisors and employees.
- Communicate verbally and in writing.
- Maintain labor and interpersonal relations.
- Plan, direct and supervise the work of the Police Department.
- Develop and administer sound Departmental policies.
- Interpret and make decisions in accordance with laws, regulations, and policies.

LICENSE AND CERTIFICATE

Possession of a valid California Class C driver's license and Advanced California Peace Officer Standards and Training Certificate.

TRAINING AND EXPERIENCE

A Bachelor's Degree from an accredited college or university preferably in criminal justice or a related field, and five years of professional experience in police services including three years of experience at a rank equivalent to Police Lieutenant in a department of 200 or less sworn officers; a rank equivalent to Deputy Chief in a Department of more than 200 sworn officers.

PHYSICAL REQUIREMENTS AND WORKING CONDITIONS

- Require vision (which may be corrected) to read small print.
- Perform work which is primarily sedentary.
- Is subject to inside environmental conditions.
- May be required to work at a video display terminal for prolonged periods