
**EMPLOYMENT AGREEMENT
CHIEF OF POLICE**

THIS AGREEMENT, is effective as of June 17, 2021, at Parlier, Fresno County, California between the City of Parlier (hereinafter referred to as the "City") and David Cerda (hereinafter referred to as "Employee").

RECITALS

- A. City is a general law city duly organized and existing under the Government Code of the State of California.
- B. Employee is City's Acting Chief of Police having been initially appointed as such on April 5, 2021, pursuant to appointment by the City Manager.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. NATURE OF EMPLOYMENT

The City employs, engages and hires Employee as Chief of Police and Employee accepts and agrees to such hiring, engagement and employment. Subject to the supervision and pursuant to the orders, advice and directions of the City Manager, Employee shall direct the City's Police Department, and shall perform other duties, as specified in the City Code, the Government Code of the State of California and as are customarily performed by one holding that position in other similar cities and shall also additionally render other, related services and duties as may be lawfully assigned to Employee from time to time by the City Manager or the City Council.

2. TERM

2.1 This Agreement shall remain in full force and effect for a period of one (1) year or until terminated by the Employer or Employee as provided in Section 3 of this Agreement.

2.2 The Employee is an At-Will Employee in this position of Chief of Police and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager or City Council of the City to remove Employee from the position of Chief of Police at any time subject to the provisions set forth in Section 3 of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from this position with Employer, subject only to the provisions set forth in Section 3 of this Agreement.

3. TERMINATION OF AGREEMENT

3.1 The term of this Agreement shall be from June 17, 2021 to June 17, 2022, unless terminated prior thereto, or unless the parties hereto otherwise agree, in writing. The term of this Agreement may be extended by mutual agreement of Employer and Employee.

3.2 This Agreement may be terminated by either party at any time. In the event Employee is removed from the position of Chief of Police, with or without cause, then in that event Employee shall revert to and be reinstated as a Lieutenant in the Parlier Police Department and covered by the existing Memorandum of Understanding with the Parlier Police Officer's Association as such and shall be reinstated in that position without any reduction in pay or benefits as dictated either by the Memorandum of Understanding, the City's Personnel Rules or past practice with respect to the position of Lieutenant. Once reinstated to the position of Lieutenant, Employee may only be terminated in accordance with the provision of the Memorandum of Understanding, Parlier's Personnel Rules and/or the Peace Officer's Bill of Rights Act.

4. PAYMENT AND REIMBURSEMENT

City shall pay Employee, and Employee agrees to accept from City in full payment for Employee's services under this Agreement a salary of one hundred twelve thousand thirty dollars and thirty seven cents (\$112,030.37). Employee's salary is payable on the same dates as other employees of the City are paid. The City Council may increase the salary at any time. The City Manager shall notify Employee of the salary so established and the City Manager's written notification to Employee of such salary increase shall be deemed to be a part of this Agreement and incorporated herein by reference.

5. ADMINISTRATIVE LEAVE

It is recognized that Employee must devote a great deal of time outside normal work hours to performance of Employee's duties as Chief of Police. Employee shall be allowed eighty (80) hours annually as administrative leave with full compensation. Administrative leave hours may not be accumulated or converted into cash nor carried over into subsequent years. If Employee's employment under this Agreement is terminated or he resigns, any administrative leave hours are immediately forfeited. Employee shall also be allowed all holiday leaves or privileges as now or may be hereafter provided to regular employees of the City.

6. VACATION

Employee shall be entitled to vacation as follows:

7.38 Vacation Hours per pay period.

Employee may accrue up to 300 hours of vacation. Once the 300 hour cap has been met, Employee will not accrue any further vacation time until the number of accrued hours falls below the 300 hour cap. Employee may have up to 40 hours of accrued vacation leave purchased by the City twice a year during the month of June, and during the month of December.

7. SICK LEAVE

Employee shall accrue and have credited to his personal account, sick leave at the same rate as other general Employees of the City, as provided in the City of Parlier Personnel Rules and Regulations as they relate to managerial employees.

8. HEALTH AND OTHER INSURANCE

Employee shall have provided for him at City's cost, the health benefits provided for all eligible Employees of City, including health, dental, and vision care services. The City shall pay the full cost of such insurance for Employee, and twenty five percent (25%) of the cost of such insurance for dependents of Employee.

9. DUES AND SUBSCRIPTIONS

City agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation of and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement which shall be considered a benefit to the City, as approved by City Manager.

10. PROFESSIONAL DEVELOPMENT/AUTOMOBILE

City shall, subject to budget limitations, pay the travel and lodging expenses of Employee for professional and office travel, meetings and occasions related to continued professional development of Employee and to adequately pursue necessary official or other functions for City including, but not limited to, the annual general meeting of the League of California Cities and the pertinent departments thereof and such other meetings of professional groups of which Employee may be a member or an officer, including International Police Chiefs' Association, California Police Chiefs' Association and Fresno/Madera Counties Police Chiefs' Association.

Employee's duties require that he have use of an automobile at all times during his employment and Employee shall receive fuel free of charge for his personal vehicle from the fuel source used for City-owned vehicles.

11. GENERAL EXPENSES

City recognizes that certain expenses, which are not of a personal nature and which are, generally of a job related nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses for Employee upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

12. INDEMNIFICATION

City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief of Police.

13. REDUCTION OF BENEFITS

City shall not at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of Employee, except to the degree of such reduction made by City across-the-board with respect to all Employees of City. A reduction of benefits contrary to this section shall be deemed a termination.

14. PUBLIC SAFETY OFFICERS PROCEDURAL BILL OF RIGHTS

Nothing in this agreement shall be construed to abrogate the provisions of The Public Safety Officers Procedural Bill of Rights as such rights pertain the Chief and are set forth in the State Government Code, section 3300 et seq.

15. PERFORMANCE EVALUATION

The City Council may review and evaluate the performance of Employee at any time. Said review and evaluation shall be in accordance with specific criteria developed jointly by City and Employee. Said criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with Employee. Further, the City Council shall provide the Employee with a written statement summarizing the findings and evaluation and provide an adequate opportunity for the Employee to discuss his evaluation with the City Council.

16. NOTICES

Notices required or permitted under the terms of this Agreement intended for either party hereto shall be delivered either by US Postal Service, postage prepaid, or by personal service as follows: If to the City in care of its City Manager at 1100 E. Parlier Avenue, Parlier, California, 93648; if to Employee; to the most current address provided by Employee to Employer or shall be personally served on Employee at any location.

17. GENERAL PROVISIONS

17.1 Non-Assignment. Employee's duties and obligations under this Agreement are personal and not assignable.

17.2 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties and contains all of the terms and conditions of the parties' agreement. This Agreement is the complete and final expression of the parties' agreement and supersedes all prior or contemporaneous oral or written negotiations, discussions, representations, or agreements, if any. Employee acknowledges that he has not relied on any promises, statements, representations, or warranties except as set forth expressly in this document.

This Agreement, and any and all terms and conditions contained herein, may only be changed, revoked, amended, or superseded by a written document signed by both Employee and the Mayor following approval of the City Council.

17.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California. Jurisdiction shall be in the County of Fresno.

17.4 No Waiver. No party's failure to enforce any provision or provisions of this Agreement will be construed in any way as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every provision of this Agreement.

17.5 Partial Invalidity. The invalidity or unenforceability of any provision or portion of this Agreement will not affect the validity or enforceability of the other provisions or portions of this Agreement.

17.6 Interpretation. No interpretation or construction of any provision or provisions of this Agreement will be influenced by the identity of the party drafting the Agreement.

17.7 Headings. Paragraph headings used in this Agreement are for convenience only and shall not be considered part of the terms of the Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Parlier, California, has caused this Agreement to be signed and executed on its behalf by its City Manager. Employee has signed and executed this Agreement, in duplicate the day and year first above written.

CITY:

EMPLOYEE:

CITY OF PARLIER

By _____
Sonia Hall, City Manager

David Cerda

APPROVED AS TO FORM:

Neal E Costanzo, City Attorney

RESOLUTION NO. 2021-26

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARLIER
APPROVING EMPLOYMENT AGREEMENT FOR CHIEF OF POLICE,
DAVID CERDA**

WHEREAS, as of April 5, 2021, when the person occupying the position of Chief of Police departed following the expiration of his contract, David Cerda was employed by the City Police Department as a Lieutenant in that Department receiving the salary and benefits dictated by Parlier's Personnel Rules and Salary Schedules and by the terms of a Memorandum of Understanding with the Parlier Police Officer's Association; and

WHEREAS, on or about April 5, 2021, Cerda was appointed acting Chief of Police following the departure of the prior Chief of Police by the City Manager; and

WHEREAS, Cerda is willing to serve as Chief of Police according to the terms and conditions of an employment agreement, Chief of Police, that is attached and incorporated by reference as Exhibit A.

NOW, THEREFORE, be it resolved as follows:

1. The foregoing recitals are true and correct.
2. David Cerda is appointed Chief of Police of the Parlier Police Department pursuant to an Employment Agreement for Chief of Police, a copy of which is attached and incorporated by reference.

The foregoing Resolution was adopted and approved at a regular meeting of the City Council of the City of Parlier held on June 17, 2021 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

Alma Beltran, Mayor, City of Parlier

ATTEST:

Bertha Augustine, City Clerk, City of Parlier

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