

EMPLOYMENT AGREEMENT

POLICE CHIEF
CITY OF REDLANDS, CALIFORNIA

This agreement, made and entered into this 22nd day of March, 1982, by and between the City of Redlands, State of California, a municipal corporation, hereinafter called the "City" as part of the first part, and Robert E. Brickley, hereinafter called "Employee" as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of said Robert E. Brickley as Police Chief of the City of Redlands and,

WHEREAS, Employee desires to accept employment as the Police Chief of said City;

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

SECTION I, DUTIES

City hereby agrees to employ said Robert E. Brickley as Police Chief of said City to perform the duties specified in the job description titled "Police Chief", dated January, 1977, attached to and made a part of this agreement.

SECTION II, TERM

A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of City Council to terminate the services of Employee at any time subject only to the provisions set forth in this agreement.

B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions set forth in this agreement.

C. Employee agrees to remain in the exclusive employ of the City until June 30, 1983, and neither to seek, to accept, nor to become involved by any other employer until said termination date, unless said termination date is effected in involuntary release as set forth in this agreement. The term "Employee" shall not be construed to include occasional teaching, writing or consulting performed on Employee's time off.

D. In the event that written notice is not given by either party to this agreement to the other party ninety (90) days prior to the termination, this agreement will be extended on the same terms and conditions for an additional period of one year. Said agreement shall continue thereafter for one year periods unless ninety (90) days written notice is given prior to time of expiration.

SECTION III, TERMINATION

A. Other than at the termination date of the agreement or its extensions, the City shall not terminate this agreement with the Employee except for one or more of the following causes:

1. Immoral or unprofessional conduct
2. Dishonesty
3. Incompetence
4. Physical or mental condition unfitting him for association with the general public
5. Conviction of a felony

B. If the City initiates involuntary termination of the Employee, he shall be notified by registered, return receipt mail, sixty (60) days in advance of the proposed termination date. Employee will be permitted to file a written appeal and be heard at a public session of the City Council prior to the termination date. The action of the City Council concerning the termination, after they have heard the Employee's appeal, shall be final. An appeal not filed within thirty (30) days of receipt of the intent to terminate by the City may be refused consideration. At the conclusion of this agreement, if the employee is not retained by the City, he shall be afforded two (2) months severance pay computed at the Employee's monthly rate.

C. In the event Employee voluntarily resigns his position with the City before expiration of the aforesaid term of employment, then Employee shall give the City three (3) months notice in advance, in writing.

SECTION IV, SALARY

Effective January 4, 1981, City agrees to pay Employee for his services rendered pursuant hereto at an annual base salary of \$44,910 payable in installments at the same time as other employees of the City are paid. In addition, the City agrees to increase said base salary and/or other benefits of employment in such amounts and to such an extent as it may determine from time to time. Wages and benefits for the Employee shall be negotiated with the City Manager prior to the end of each fiscal year and shall be adjusted as agreed to and approved by the City Council.

SECTION V, HOURS OF WORK

A. Employee will be expected to work as a minimum, the normal duty hours of eight hours per day, five days per week, Monday through Friday; and, in addition, attend all meetings necessary in his job performance.

B. Employee will not spend more than ten (10) hours per week on other employment as specified in Section II, C.

SECTION VI, AUTOMOBILE

The City shall provide the Employee with the exclusive use of a City vehicle for City related use with necessary radio equipment and with all service, fuel and insurance paid. The vehicle license shall not identify the vehicle as City-owned in deference to the need to maintain the anonymity of a Police Chief's movement.

SECTION VII, GENERAL EXPENSES

City recognizes that certain expenses of a non-personal and job-affiliated nature may be incurred by Employee, and hereby agrees to reimburse or to pay said expenses. The Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense accounts.

SECTION VIII, HOLIDAY, VACATION, SICK LEAVE AND MILITARY LEAVE

A. Holiday, vacation, sick leave and military leave shall be provided as authorized by the City of Redlands Personnel Rules and Regulations.

SECTION IV, DISABILITY, HEALTH, LIFE AND WORKMAN'S
COMPENSATION INSURANCE

Employee shall be afforded the right to participate in all City insurance plans with premiums paid to the extent granted to other safety employees of the City. Workman's compensation will be provided by the City.

SECTION X, RETIREMENT

The City participates in the safety personnel retirement plan known as the "CHP Plan." Employee shall be authorized to participate in such plan as any other safety member.

SECTION XI, OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Redlands Ordinance Code, rules or regulations promulgated under such Code, or any other law.

B. All provisions of the Redlands Ordinance Code and regulations, rules and agreements with retirement systems relating to retirement and pension systems, contributions and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of the Employee.

SECTION XII, GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the parties.

B. This agreement shall be binding upon an inure to the benefit of the heirs at law and executors of Employee.

C. This agreement shall become effective commencing April 6, 1982, and shall replace the agreement dated July 17, 1979 as amended on July 1, 1980 and November 4, 1981.

D. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Redlands has caused this agreement to be signed and executed in its behalf by its Mayor and City Manager and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate.


Robert E. Brickley
Police Chief


Charles G. Demirjyn, Mayor


Chris C. Christiansen
City Manager

ATTEST:


Peggy A. Moseley
City Clerk