

**EMPLOYMENT AGREEMENT
FOR CHIEF OF POLICE**

^{30th} This EMPLOYMENT AGREEMENT (“Agreement”) is entered into and effective this 30th day of June 2021 by and between the CITY OF COVINA (“City”) and David Povero (“Povero”). City and Povero are referred to collectively as “the Parties” or individually as “party” below.

WITNESSETH:

WHEREAS, City seeks the services of Povero in order to retain his experience, abilities and knowledge and is therefore agreeing to engage his services as the Chief of Police for the City’s Police Department under the terms and conditions set forth below;

WHEREAS, Povero desires to serve as City’s Chief of Police and is willing to do so under the terms and conditions set forth below;

WHEREAS, City desires to provide certain benefits and conditions of employment and to set forth the working conditions for Povero.

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

1. **Commencement of Employment.** Povero has accepted employment from City as the Chief of Police, subject to the terms and conditions of this Agreement, and will begin that employment on February 16, 2021.
2. **Duties.** As Chief of Police, Povero shall have such duties and responsibilities as described by the job description of the position of Chief of Police, and all other duties and functions as reasonably assigned by the City Manager from time to time. As Chief of Police, Povero will be considered a member of City’s management and will be responsible for the management of the City Police Department.
3. **Terms of Employment.** Unless otherwise provided in this Agreement, Povero’s benefits shall be set forth in and shall be subject to the City’s Executive Compensation Rules.
4. **Salary.** City shall pay Povero \$222,566.14 per year. This amount is subject to change, based on future salary range adjustments or Executive Compensation Rules changes (e.g. COLA and/or salary increases). City shall pay Povero at the same time as other management employees of the City are paid and subject to customary withholdings.
5. **Cash Out of Leave Balances.** While serving as a Police Captain, Povero has accrued paid leaves pursuant to the Memorandum of Understanding between the Police Management Group and the City. Upon the commencement of his employment as Chief of Police, his accrued leave balances exceeded the maximums allowed as an executive employee (“excess leave balances”). Povero has the option to apply all or part of the cash value of his excess Administrative Leave, Floating Holiday, Sick Leave and Vacation Leave balances to his 457 deferred compensation account, up to the maximum allowable annual contribution of \$26,000 as per the 457 plan contribution rules.

Povero may cash out and/or rollover to his 457 deferred compensation account his Administrative Leave, Floating Holiday leave, Sick Leave (at 50% value), and/or Vacation Leave to reduce accruals in excess of the maximum annual accrual limits. The value of these excess leave accruals shall be paid out and/or rolled over at Povero's final hourly base rate of pay as Police Captain (\$93.8894 per hour).

Any additional accrued hours in excess of the maximum accrual limits for Administrative Leave, Floating Holiday, Sick Leave, and Vacation Leave shall be placed in a separate leave bank to be cashed out and/or rolled over to Povero's 457 deferred compensation account, during the first payroll period of January 2022. For excess leaves earned after February 16, 2021, the additional cash out and/or rollover to his 457 deferred compensation account shall be at Povero's hourly base rate of pay as Chief of Police at the time he cashes out or rolls over his leaves.

6. **Termination.** This Agreement shall continue in effect until terminated upon written notice by either party.

Povero's "at-will" employment as Chief of Police may be terminated at the will, discretion and pleasure of the City Manager at any time, with or without advance notice, cause or reason. City shall provide Povero with written notice of his termination. In accordance with Government Code section 3304(c), Povero will be provided with the opportunity to request an administrative appeal of his termination in writing to the City Manager within five working days from the date a termination notice is provided to Povero. To the extent permitted by law and as described in *Binkley v. City of Long Beach* (1993) 16 Cal.App.4th 179, such administrative appeal will be in the form of a name-clearing hearing before a neutral fact-finder selected by City, who will then make a recommendation to the City Manager, who will then make a final decision. Such administrative appeal right as provided by City under Government Code section 3304(c) shall not otherwise affect Povero's status as an at-will employee.

Povero may terminate this Agreement at any time by providing at least thirty (30) days' written notice to the City Manager. Termination pursuant to such action shall occur thirty (30) calendar days after service of said notice, or on such other date as may be agreed to by the Parties.

7. **Evaluation.** The City Manager may conduct performance reviews of Povero as the City Manager deems appropriate.

8. **Goals and Objectives.** The City Manager, in consultation with Povero, shall define such goals and performance objectives that he or she determines necessary for the proper operation of the Police Department and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall generally be attainable within the time and budgetary resources provided.

9. **Professional Development.** Subject to the prior approval of the City Manager, City shall pay the dues for two professional organizations, (such as the International Association of Chiefs of Police, Police Executive Research Forum, or the California Police Chiefs Association) which are necessary and desirable for Employee's continued professional participation, growth, enhancement or for the good of the City. Subject to the prior approval of the City Manager, City shall budget and pay for Povero's attendance at two (2) professional organization conferences annually. City shall allow attendance at other conferences identified by Povero that may benefit

the City or enhance his development and growth so long as the City Manager approves of the leave in advance.

10. **Entire Agreement.** This Agreement, and the City's ordinances and personnel rules and regulations, shall supersede any previous written or oral agreement between Povero and City relating to employment of Povero by City and shall constitute the entire agreement between the parties relating to the employment of Povero.

11. **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.

12. **Invalidity.** If any provision contained in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

13. **Amendments.** This Agreement may only be amended by a writing executed by all parties.

14. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Los Angeles County, California. Povero expressly waives any right to remove or transfer such action from Los Angeles County.

15. **Waiver.** The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or conditions, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

16. **Notices.** Notices pursuant to this Agreement shall be deemed effective when given either by personal delivery or by mail to the party to whom directed or when deposited in the United States Mail, postage prepaid, addressed as follows:

- City – City Manager
125 E. College Street
Covina, CA 91723

- David Povero

Either party may change his or its address by providing written notice to the other party in the manner described herein.

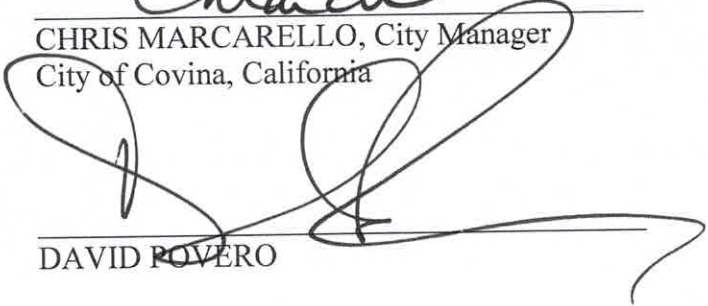
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the first date written above.

Date: 7-1, 2021



CHRIS MARCARELLO, City Manager
City of Covina, California

Date: 6-30, 2021



DAVID ROVERO

ATTACHMENT "A"

The excess accrual leave balances listed below were earned as a Police Captain up to February 15, 2021. These hours may be cashed out or rolled over to David Povero's 457 deferred compensation account(s) at Povero's final hourly base rate of pay as Police Captain (\$93.8894 per hour), to total the sum of \$37,202.69.

For excess leave hours earned on or after February 16, 2021, any additional cash out and/or rollover to his 457 deferred compensation account shall be at Povero's hourly base rate of pay as Chief of Police at the time he cashes out or rolls over his leaves and the transaction will occur during the first payroll period of January 2022.

This first 457 deposit will occur in the City of Covina Pay Period #14 in July 2021, and the second at the first payroll period of January 2022. The proper forms will be completed and provided to Human Resources/Finances for the deposit to the 457 deferred compensation account(s).

<u>Leave Type</u>	<u>Hours</u>	<u>Captain Rate</u>	<u>Payout</u>
Administrative	44	\$93.8894	\$4,131.13
Floating Holiday	30		\$2,816.68
Sick Leave (50% = 171.4525)	342.9050		\$16,097.57
Vacation	150.7870		\$14,157.30
			<u>\$37,202.69</u>

Remaining Excess Leave Accruals as a Police Captain up to 2/15/2021 are:

<u>Leave Type</u>	<u>Hours</u>
Administration	80
Floating Holiday	40