Meeting Date: May 19, 2020  
Item Number: F-3  
To: Honorable Mayor & City Council  
From: George Chavez, City Manager  
Subject: APPROVAL OF AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DOMINICK J. RIVETTI TO SERVE AS THE INTERIM CHIEF OF POLICE  
Attachments: 1. Employment Agreement

RECOMMENDATION

Staff recommends that the City Council approve the employment agreement between the City of Beverly Hills and Dominick J. Rivetti to serve as the Interim Chief of Police until a permanent Chief of Police is selected.

FISCAL IMPACT

Due to his status as a retiree from the City of San Fernando, State law limits the compensation that may be paid to Chief Rivetti for his service as Interim Chief of Police. Chief Rivetti’s compensation must be within the salary range previously established by the City Council for the Police Chief and set forth in the City’s publicly available compensation plan. Chief Rivetti will be earning an hourly rate of $136.50, which equates to approximately $23,660 per month. State law prohibits Chief Rivetti from receiving any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to this amount. The Chief of Police salary is included in the budget and therefore no budget adjustment or appropriation is necessary for this interim appointment.

INTRODUCTION

Due to the recent retirement of the City’s Chief of Police, the City has a need to fill the position on an interim basis until a permanent replacement is selected. The office of the Chief of Police requires specialized skills and the process for identifying a top Police Chief will take several months. Due to the length of time necessary to identify a top candidate for the permanent appointment to the Chief of Police position, it would be in the best interest of the City to hire an Interim Chief of Police with extensive experience
and superior leadership qualities to lead the department during this time. The Interim Chief of Police would not be a candidate for the permanent appointment.

**DISCUSSION**

Dominick J. Rivetti served with distinction as the Police Chief for the City of San Fernando for 15 years and served as the Chief of the District Attorney’s Bureau of Investigation under both Steve Cooley and Jackie Lacy for nine years. From August 2015 – early 2016, Chief Rivetti served as the Interim Chief of Police for the City of Beverly Hills. Chief Rivetti has the industry experience and talent, in addition to his direct experience with the City of Beverly Hills in the prior interim capacity, to capably lead the Beverly Hills Police Department until a permanent replacement is selected.

Generally, the City Manager appoints the Chief of Police, in consultation with the City Council. However, because Chief Rivetti retired from the City of San Fernando, and because the City of San Fernando, like Beverly Hills, contracts for retirement benefits with the Public Employees’ Retirement System, Government Code Section 21221 requires the City Council, rather than the City Manager, appoint Chief Rivetti to the Interim Chief position.

______________________________
George Chavez, City Manager
Attachment 1
EMPLOYMENT AGREEMENT BETWEEN
CITY OF BEVERLY HILLS AND DOMINICK RIVETTI

This Employment Agreement ("Agreement") shall be effective as of May 20, 2020, by and between the City of Beverly Hills, a California municipal corporation (the "City"), and Dominick Rivetti, an individual ("Employee").

RECATALS

A. The City’s Chief of Police is retiring from service, effective May 15, 2020.

B. The City has posted an active recruitment for the permanent appointment of the Chief of Police and desires to secure the specialized services of a suitably qualified person to serve as Interim Chief of Police on a temporary, interim basis while the City seeks to permanently fill the position of Chief of Police.

C. The Interim Chief of Police appointment is an appointment to a position of a limited duration and one requiring specialized skills. It is a temporary, provisional appointment, pending recruitment, selection, and appointment of a permanent Chief of Police or earlier termination as determined by the City.

D. Employee possesses the specialized skills necessary to serve as Interim Chief of Police as a result of a long and distinguished career in law enforcement and leadership, including as Chief of Police for the City of San Fernando, and as Interim Chief of Police for the City of Beverly hills in 2015-2016, during a prior vacancy.

E. The City desires to have Employee serve as Interim Chief of Police and Employee desires to accept employment as Interim Chief of Police.

F. Employee is a retired person under the California Public Employees’ Retirement System ("PERS") and desires to retain his retirement status and benefits. The Public Employees’ Retirement Law ("PERL"), commencing at Government Code Section 20000, permits a retired person under PERS to serve in otherwise covered employment without reinstatement from retirement and without loss or interruption of retirement benefits, provided certain conditions exist and, with limited exceptions, all employment for the retired person does not exceed 960 hours in any fiscal year. The City and Employee desire to structure the employment to take advantage of this provision, pursuant to the authority in Government Code section 21224(a).

G. The City and Employee wish to enter into an Employment Agreement that sets forth the rights and obligations of the parties and that will supersede all prior negotiations, discussions, or agreements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and Employee agree as follows:
1. **TERM.** The term of this Agreement shall be from May 20, 2020 (“Effective Date”) to the earlier of the date on which (a) a duly appointed person assumes the duties of the position of Chief of Police, (b) Employee reaches 960 hours of service as a retired annuitant in a fiscal year for all PERS covered employers, or (c) this Agreement is terminated by the City or Employee. Employee shall only be appointed once to this vacant position and shall not be eligible for reappointment or for an extension of the specified term.

2. **DUTIES AND AUTHORITY.** Employee shall, on an interim basis, exercise the full powers and perform the duties of the position of Chief of Police of the City of Beverly Hills, as set forth in the Beverly Hills Municipal Code; personnel and departmental rules, regulations, and procedures; the applicable job description; and under State law, as each of them currently or may in the future exist. Employee shall exercise such other powers and perform such other duties as the City Manager may from time to time assign. As determined by the City Manager, Employee shall serve as representative to any agency or organization to which the City may make appointments.

3. **EMPLOYEE'S OBLIGATIONS.** Employee shall devote his best efforts to the performance of this Agreement and to the promotion of the City's interests. Employee shall not engage in any activity, consulting service, or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to or which materially interferes with his duties and responsibilities to the City or presents a reasonable likelihood that Employee will be required by State law to recuse himself from discussions or decisions regarding City business.

4. **HOURS, WAGE RATE AND BENEFITS.**

   A. **Hours.** Employee shall perform his duties as Interim Chief of Police for the City four days per week, with an expected minimum of eight hours per day. Employee’s schedule may be adjusted to serve the City’s needs, as determined by the City Manager, and as agreed to by Employee.

   B. **Base Wage.** Consistent with applicable provisions of California retirement law, the compensation paid to Employee will not be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, as listed on a publicly available pay schedule for the vacant position of Chief of Police. The City shall pay Employee for all hours actually worked at the hourly rate of $136.50, subject to legally permissible or required withholding, paid on the City’s normal paydays. Employee agrees to accurately track and report all hours worked. Employee acknowledges that he cannot volunteer hours of work to the City during the term of this Agreement.

   C. **Employment Benefits.** Employee acknowledges that he will not be eligible for and shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate, except as expressly required by law. The parties acknowledge that Employee is not eligible for California paid sick leave pursuant to the exemption in Labor Code § 245.5(a)(4).
(1) **Group Medical and Dental Insurance.** Employee acknowledges that he (including his dependents) will not be eligible for and hereby waives entitlement to health and welfare benefits and group insurance, including, without limitation, medical, life, dental, optical, and disability coverage. However, nothing in this Agreement is intended to waive or to otherwise interfere with retiree health insurance coverage available to Employee as a retired Los Angeles County District Attorney’s Office employee.

(2) **Retirement Plan.** Employee shall remain a retired person under PERS and shall not be eligible to participate under the PERS plan applicable to other employees of the City. As a retired annuitant and to the extent provided by law, Employee will not be subject to mandatory social security coverage.

(3) **Expenses.** The City recognizes that Employee may incur certain expenses of a non-personal and job-related nature. The City agrees to reimburse or to pay such business expenses which are incurred and submitted according to the City’s normal expense reimbursement procedures. To be eligible for reimbursement, all expenses must be supported by documentation meeting the City’s normal requirements and must be submitted within the time limits established by the City.

(4) **Bonding.** The City shall bear the full costs of any fidelity or other bonds required of Employee under any law or ordinance by virtue of his employment as Interim Chief of Police.

5. **APPOINTMENT.** As an interim appointment, Employee’s appointment is temporary and provisional, qualifying only for the compensation provided under this Agreement and ineligible for benefits applicable to regular executive appointments, except as otherwise provided in this Agreement.

6. **INDEMNIFICATION.** The City will defend and indemnify Employee, using legal counsel of the City’s choosing, against legal liability for acts or omissions by Employee occurring in the course and scope of employment under this Agreement, in accord with California Government Code Sections 825, 995, and 995.2 – 995.8 and other applicable provisions of California law. In the event independent counsel is required for Employee, the City may select and will pay the reasonable fees of such independent counsel.

7. **AT-WILL EMPLOYMENT RELATIONSHIP.** Consistent with Beverly Hills Municipal Code § 2-5-206, City rules and procedures, and Government Code section 21221(h), the City Council and City Manager shall jointly be the appointing authorities for Employee. Employee is employed at the pleasure of the City Manager and may be reviewed or terminated also by the City Council. Either the City Manager, City Council, or Employee may terminate this Agreement and the employment relationship at any time without cause. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager or City Council to terminate this Agreement. Employee may terminate this Agreement and the employment relationship upon 30 calendar days written notice.
8. **PAYMENT UPON SEPARATION.** The City shall pay Employee for all services through the effective date of termination and Employee shall receive no other compensation or payment or any severance. Since Employee is not eligible for paid leave, payment for unused leave time will not be applicable.

9. **INTEGRATION OF AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties concerning Employee’s employment as Interim Chief of Police with the City. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or written, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

10. **METHOD OF AMENDMENT.** No amendments to this Agreement may be made except by a writing signed and dated by the parties.

11. **NOTICES.** Any notice to the City under this Agreement shall be given in writing to the City, either by personal service or by registered or certified mail, postage prepaid, addressed to the City Manager at the City's principal place of business. A courtesy copy shall be given to the City Attorney in a like manner. Any such notice to Employee shall be given in a like manner and, if mailed, shall be addressed to Employee at his home address then shown in the City's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the third calendar day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

12. **GENERAL PROVISIONS.**

   A. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

   B. This Agreement sets forth the final, complete, and exclusive agreement between the City and Employee relating to the employment of Employee by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The foregoing notwithstanding, Employee acknowledges that, except as expressly provided in this Agreement, his employment is subject to the City’s generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment, and violence in the workplace.

   C. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California and all applicable City Codes, Ordinances, and Resolutions.
D. Employee acknowledges that he has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Employee acknowledges that he has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of the City, its officers, agents, or employees other than those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

EMPLOYEE

__________________________
Dominick Rivetti
DOMINICK RIVETTI

CITY
CITY OF BEVERLY HILLS,
A California Municipal Corporation

By: _______________________
LESTER J. FRIEDMAN, Mayor
City of Beverly Hills, California

ATTEST:

__________________________(Seal)
HUMA AHMED
City Clerk

APPROVED AS TO FORM:

__________________________
Lawrence S. Wiener
LAURENCE S. WIENER
City Attorney
# Certificate Of Completion

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**Status**: Completed

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- Certificate Pages: 2
- AutoNav: Enabled
- Enveloped Stamping: Enabled
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**Envelope Originator:**
- Joe Evans
  - 455 N. Rexford Drive
  - Beverly Hills, CA  90210
  - jevans@beverlyhills.org
  - IP Address: 23.242.222.10

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## Record Tracking

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jevans@beverlyhills.org  
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sovrom@beverlyhills.org  
Director of Human Resources  
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**Electronic Record and Signature Disclosure:**
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sovrom@beverlyhills.org  
Director of Human Resources  
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