

## **RESOLUTION CC 2025-64**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, APPROVING AN EMPLOYMENT AGREEMENT FOR CHIEF OF POLICE AND AMENDING SALARY SCHEDULE UNDER THE EXECUTIVE COMPENSATION RULES**

**WHEREAS**, the City of Covina (“City”) is a municipal corporation duly organized and existing pursuant to the Constitution and laws of the State of California; and

**WHEREAS**, the City has established a general policy goal to compensate its employees at the 60<sup>th</sup> percentile of the market (equal to or higher than 60% of comparison agencies) for total compensation; and

**WHEREAS**, to achieve this goal, City staff and employee groups engage in a collaborative process of identifying agencies and classifications to include in market comparisons so that the City of Covina will remain competitive in the marketplace; and

**WHEREAS**, following a competitive recruitment process, the City desires to enter into an employment agreement with Ric Walczak for the services of Chief of Police and revise the classification’s salary schedule in the Executive Compensation Rules to a range of \$18,042.52 to \$22,874.74 per month (the 60<sup>th</sup> percentile of the market as of June 2025). The new revised Executive Salary Schedules, effective June 28, 2025, June 27, 2026, and June 26, 2027 are attached to this Resolution as Exhibits B, C, D and E.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COVINA, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council approves and authorizes the City Manager, or designee, to establish the following amendments effective June 3, 2025, as follows:

- A. Amend the Executive Compensation Rules to revise the Salary Schedule for the classification of Chief of Police to a new salary range of range of \$18,042.52 to \$22,874.74 per month.
- B. Execute the attached employment agreement (“Exhibit A”) on behalf of the City.

**SECTION 2.** The Chief Deputy City Clerk shall certify to the passage and adoption of this resolution and shall enter the same in the Book of Original Resolutions.

**APPROVED and PASSED** this 3<sup>rd</sup> day of June, 2025.

City of Covina, California

BY: \_\_\_\_\_  
VICTOR LINARES, Mayor

ATTACHMENT A

ATTEST:

\_\_\_\_\_  
FABIAN VELEZ, Chief Deputy City Clerk

**CERTIFICATION**

I, Fabian Velez, Chief Deputy City Clerk of the City of Covina, do hereby certify that Resolution CC 2025-63 was duly adopted by the City Council of the City of Covina at a regular meeting held on the 3<sup>rd</sup> day of June, 2025 by the following vote:

AYES:           COUNCIL MEMBERS:  
NOES:           COUNCIL MEMBERS:  
ABSTAIN:       COUNCIL MEMBERS:  
ABSENT:        COUNCIL MEMBERS:

Dated:

\_\_\_\_\_  
FABIAN VELEZ, Chief Deputy City Clerk

## **EMPLOYMENT AGREEMENT FOR CHIEF OF POLICE**

This EMPLOYMENT AGREEMENT (“Agreement”) is entered into and effective this 3<sup>rd</sup> day of June 2025 by and between the CITY OF COVINA (“City”) and RICHARD WALCZAK (“Walczak”). City and Walczak are referred to collectively as “the Parties” or individually as “party” below.

### **WITNESSETH:**

WHEREAS, City seeks the services of Walczak 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, Walczak 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 set forth the working conditions for Walczak.

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

1. **Commencement of Employment.** Walczak has accepted employment from City as the Chief of Police, subject to the terms and conditions of this Agreement, and began that employment on January 1, 2025.

2. **Duties.** As Chief of Police, Walczak 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, Walczak will be considered a member of City’s management and will be responsible for the management of the City of Covina Police Department.

3. **Terms of Employment.** Unless otherwise provided in this Agreement, Walczak’s benefits shall be set forth in and shall be subject to the City’s Executive Compensation Rules.

4. **Salary.** City shall pay Walczak \$245,665.53 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 Walczak at the same time other management employees of the City are paid and subject to customary withholdings.

5. **Longevity Pay.** City shall provide Walczak longevity pay at four (4) percent of base rate of pay. Longevity pay is paid on a biweekly basis. The parties agree that special compensation shall be reported to CalPERS, to the extent legally permissible, pursuant to Title 2 CCR, Section 571(a)(1).

6. **Leave Payouts.** Walczak's benefits shall be set forth in and shall be subject to the City's Executive Compensation Rules in addition to the following leave payouts:

**Vacation**

Vacation leave balances that exceed two times (2x) the annual accrual as of March 1st of each year will be paid out, up to the maximum accrual limit, at the employee's base hourly rate of pay with the first paycheck issued in April. Those hours paid out will then be permanently reduced from Walczak's leave bank.

**Sick**

Annually, Walczak may request to be paid out accrued sick leave in excess of 800 hours, up to one hundred twenty (120) hours, at the rate of fifty percent (50%) of the dollar value of the time calculated on base hourly rate of pay. Those hours paid out will then be permanently reduced from Walczak's leave bank. To request a payout, Walczak must submit a memo to Human Resources for review and approval no later than November 15 of each year. The payout will be included in the first paycheck issued in December.

7. **Payout of Accrued Sick Leave Upon Retirement.** Upon retirement from the City of Covina and the Public Employees Retirement System (CalPERS), Walczak may elect to:

- A. Employee retiring from the City will have ninety percent (90%) of accrued sick leave transferred into a Retiree Health Savings/Reimbursement Account (within applicable IRS regulations and limitations) at his then current base hourly rate. The maximum accrued sick leave that can be utilized is one thousand (1,000) hours. For example, an employee with 1,000 hours accrued would receive 90% of his/her accruals, or 900 hours. Any remaining balance will be transferred into the city's 457(b) plan up to the annual IRS limit, if available. Any remaining balance may be cashed out or utilized for PERS Service Credit at the employee's discretion.
- B. Receive a payout of fifty-five percent (55%) of accrued sick leave at his then base hourly rate of pay up to 1,200 hours. Any unused balance of sick leave accruals shall be reported to CalPERS for service credit.

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

Walczak'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 Walczak with written notice of his termination. In accordance with Government Code section 3304(c), Walczak 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 Walczak. 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 Walczak's status as an at-will employee.

Walczak 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.

9. **Evaluation.** The City Manager may conduct performance reviews of Walczak as the City Manager deems appropriate.

10. **Goals and Objectives.** The City Manager, in consultation with Walczak, 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.

11. **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 Walczak's attendance at two (2) professional organization conferences annually. City shall allow attendance at other conferences identified by Walczak that may benefit the City or enhance his development and growth so long as the City Manager approves of the leave in advance.

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

13. **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.

14. **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.

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

16. **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. Walczak expressly waives any right to remove or transfer such action from Los Angeles County.

17. **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.

18. **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
- Ric Walczak  
*Address in personnel file*

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: \_\_\_\_\_, 2025

\_\_\_\_\_  
CHRIS MARCARELLO, City Manager  
City of Covina, California

Date: \_\_\_\_\_, 2025

\_\_\_\_\_  
RICHARD WALCZAK

**CITY OF COVINA**  
**EXECUTIVE SALARY SCHEDULE**  
**EFFECTIVE JUNE 28, 2025**

<b>JOB CODE</b>	<b>DESCRIPTION</b>		<b>HOURLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
8010	ASSISTANT CITY MANAGER				
		MINIMUM	\$ 81.07	\$ 14,052.47	\$ 168,629.61
		MAXIMUM	\$ 105.61	\$ 18,305.02	\$ 219,660.28
8020	ASSISTANT TO THE CITY MANAGER				
		MINIMUM	\$ 50.11	\$ 8,685.85	\$ 104,230.25
		MAXIMUM	\$ 65.59	\$ 11,368.83	\$ 136,425.95
8000	CHIEF OF POLICE				
		MINIMUM	\$ 104.09	\$ 18,042.52	\$ 216,510.24
		MAXIMUM	\$ 131.97	\$ 22,874.74	\$ 274,496.88
8030	DEPUTY CITY MANAGER				
		MINIMUM	\$ 76.80	\$ 13,311.94	\$ 159,743.26
		MAXIMUM	\$ 104.41	\$ 18,097.31	\$ 217,167.77
8063	DIRECTOR OF ADMINISTRATIVE SERVICES				
		MINIMUM	\$ 76.80	\$ 13,311.94	\$ 159,743.26
		MAXIMUM	\$ 104.41	\$ 18,097.31	\$ 217,167.77
8040	DIRECTOR OF COMMUNITY DEVELOPMENT				
		MINIMUM	\$ 76.80	\$ 13,311.94	\$ 159,743.26
		MAXIMUM	\$ 104.41	\$ 18,097.31	\$ 217,167.77
8060	DIRECTOR OF FINANCE				
		MINIMUM	\$ 76.80	\$ 13,311.94	\$ 159,743.26
		MAXIMUM	\$ 104.41	\$ 18,097.31	\$ 217,167.77
8065	DIRECTOR OF HUMAN RESOURCES				
		MINIMUM	\$ 76.80	\$ 13,311.94	\$ 159,743.26
		MAXIMUM	\$ 104.41	\$ 18,097.31	\$ 217,167.77
8090	DIRECTOR OF PARKS AND RECREATION AND LIBRARY SERVICES				
		MINIMUM	\$ 76.80	\$ 13,311.94	\$ 159,743.26
		MAXIMUM	\$ 104.41	\$ 18,097.31	\$ 217,167.77
8011	DIRECTOR OF PUBLIC WORKS				
		MINIMUM	\$ 76.80	\$ 13,311.94	\$ 159,743.26
		MAXIMUM	\$ 104.41	\$ 18,097.31	\$ 217,167.77

Exhibit B

**CITY OF COVINA**  
**EXECUTIVE SALARY SCHEDULE**  
**EFFECTIVE JUNE 27, 2026**

<b>JOB CODE</b>	<b>DESCRIPTION</b>		<b>HOURLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
8010	ASSISTANT CITY MANAGER				
		MINIMUM	\$ 83.50	\$ 14,474.04	\$ 173,688.50
		MAXIMUM	\$ 108.77	\$ 18,854.17	\$ 226,250.09
8020	ASSISTANT TO THE CITY MANAGER				
		MINIMUM	\$ 51.61	\$ 8,946.43	\$ 107,357.16
		MAXIMUM	\$ 67.56	\$ 11,709.89	\$ 140,518.73
8000	CHIEF OF POLICE				
		MINIMUM	\$ 107.21	\$ 18,583.80	\$ 223,005.55
		MAXIMUM	\$ 135.93	\$ 23,560.98	\$ 282,731.79
8030	DEPUTY CITY MANAGER				
		MINIMUM	\$ 79.10	\$ 13,711.30	\$ 164,535.55
		MAXIMUM	\$ 107.54	\$ 18,640.23	\$ 223,682.80
8063	DIRECTOR OF ADMINISTRATIVE SERVICES				
		MINIMUM	\$ 79.10	\$ 13,711.30	\$ 164,535.55
		MAXIMUM	\$ 107.54	\$ 18,640.23	\$ 223,682.80
8040	DIRECTOR OF COMMUNITY DEVELOPMENT				
		MINIMUM	\$ 79.10	\$ 13,711.30	\$ 164,535.55
		MAXIMUM	\$ 107.54	\$ 18,640.23	\$ 223,682.80
8060	DIRECTOR OF FINANCE				
		MINIMUM	\$ 79.10	\$ 13,711.30	\$ 164,535.55
		MAXIMUM	\$ 107.54	\$ 18,640.23	\$ 223,682.80
8065	DIRECTOR OF HUMAN RESOURCES				
		MINIMUM	\$ 79.10	\$ 13,711.30	\$ 164,535.55
		MAXIMUM	\$ 107.54	\$ 18,640.23	\$ 223,682.80
8090	DIRECTOR OF PARKS AND RECREATION AND LIBRARY SERVICES				
		MINIMUM	\$ 79.10	\$ 13,711.30	\$ 164,535.55
		MAXIMUM	\$ 107.54	\$ 18,640.23	\$ 223,682.80
8011	DIRECTOR OF PUBLIC WORKS				
		MINIMUM	\$ 79.10	\$ 13,711.30	\$ 164,535.55
		MAXIMUM	\$ 107.54	\$ 18,640.23	\$ 223,682.80



**CITY OF COVINA**  
**EXECUTIVE SALARY SCHEDULE**  
**EFFECTIVE JUNE 26, 2027**

<b>JOB CODE</b>	<b>DESCRIPTION</b>		<b>HOURLY</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
8010	ASSISTANT CITY MANAGER				
		MINIMUM	\$ 86.01	\$ 14,908.26	\$ 178,899.15
		MAXIMUM	\$ 112.04	\$ 19,419.80	\$ 233,037.59
8020	ASSISTANT TO THE CITY MANAGER				
		MINIMUM	\$ 53.16	\$ 9,214.82	\$ 110,577.88
		MAXIMUM	\$ 69.58	\$ 12,061.19	\$ 144,734.29
8000	CHIEF OF POLICE				
		MINIMUM	\$ 110.43	\$ 19,141.31	\$ 229,695.71
		MAXIMUM	\$ 140.01	\$ 24,267.81	\$ 291,213.74
8030	DEPUTY CITY MANAGER				
		MINIMUM	\$ 81.48	\$ 14,122.64	\$ 169,471.62
		MAXIMUM	\$ 110.77	\$ 19,199.44	\$ 230,393.29
8063	DIRECTOR OF ADMINISTRATIVE SERVICES				
		MINIMUM	\$ 81.48	\$ 14,122.64	\$ 169,471.62
		MAXIMUM	\$ 110.77	\$ 19,199.44	\$ 230,393.29
8040	DIRECTOR OF COMMUNITY DEVELOPMENT				
		MINIMUM	\$ 81.48	\$ 14,122.64	\$ 169,471.62
		MAXIMUM	\$ 110.77	\$ 19,199.44	\$ 230,393.29
8060	DIRECTOR OF FINANCE				
		MINIMUM	\$ 81.48	\$ 14,122.64	\$ 169,471.62
		MAXIMUM	\$ 110.77	\$ 19,199.44	\$ 230,393.29
8065	DIRECTOR OF HUMAN RESOURCES				
		MINIMUM	\$ 81.48	\$ 14,122.64	\$ 169,471.62
		MAXIMUM	\$ 110.77	\$ 19,199.44	\$ 230,393.29
8090	DIRECTOR OF PARKS AND RECREATION AND LIBRARY SERVICES				
		MINIMUM	\$ 81.48	\$ 14,122.64	\$ 169,471.62
		MAXIMUM	\$ 110.77	\$ 19,199.44	\$ 230,393.29
8011	DIRECTOR OF PUBLIC WORKS				
		MINIMUM	\$ 81.48	\$ 14,122.64	\$ 169,471.62
		MAXIMUM	\$ 110.77	\$ 19,199.44	\$ 230,393.29