EMPLOYMENT AGREEMENT

Chief Financial Officer/City Treasurer (Non-Classified)

THIS AGREEMENT is made and entered into this 22nd day of August, 2016, by and between the CITY MANAGER OF THE CITY OF RIVERSIDE, hereinafter referred to as "CITY MANAGER", on behalf of the CITY OF RIVERSIDE, a Charter City and municipal corporation of the State of California, hereinafter referred to as "CITY", and SCOTT G. MILLER, hereinafter referred to as "EMPLOYEE", both of whom understand as follows:

RECITALS

WHEREAS, Section 2.36.040. CLASSIFIED SERVICE of the Riverside Municipal Code provides in part that the classified service of City includes all permanent full-time officers and employees except:

"(C) persons appointed by the City Manager"; and

WHEREAS, the City Manager desires to employ Employee as said Chief Financial Officer/City Treasurer; and

WHEREAS, Employee desires to serve in the capacity of the Chief Financial Officer/City Treasurer; and

WHEREAS, Employee understands, acknowledges and agrees that the position of Chief Financial Officer/City Treasurer is an at-will position not within the classified service of City; that Employee has no expectation of any vested right in said position; and that in assuming said position Employee shall serve solely at the will and pleasure of the City Manager; and

WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by which City shall receive and retain the services of Employee and to provide for terminating Employee's services at such time as the City Manager may desire to terminate Employee.

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

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CITY ATTORNEY'S OFFICE
3900 MAIN STREET
RIVERSIDE, CA 92522
(951) 826-5567

SECTION 1. DUTIES.

The City Manager hereby agrees to employ Employee as Chief Financial Officer/City Treasurer to perform the functions and duties as specified in the classification specification Job Code #8330, attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. TERM.

A. Effective September 1, 2016, Employee agrees to fulfill the functions and duties of Chief Financial Officer/City Treasurer of the City of Riverside.

B. Services provided by Employee shall commence on September 1, 2016, and shall continue upon such terms and conditions as set forth herein and as may be mutually negotiated by amendment to this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the services of Employee at any time subject only to the provisions set forth in Section 3., below.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from the position as Chief Financial Officer/City Treasurer, subject only to the provisions set forth in Section 3., below.

E. Employee agrees to remain in the exclusive employ of the City Manager on behalf of the City, and neither to accept other employment nor to become employed by any other Employer until this Agreement is terminated. Notwithstanding, Employee may engage in secondary employment or business activity in accordance with Personnel Policy and Procedure Manual Section I-7 and upon authorization by the City Manager.

SECTION 3. TERMINATION/MODIFICATION.

A. Employee understands, acknowledges and agrees that pursuant to Section 2.C., above, the City Manager may terminate this Agreement at any time with or without cause or advance notice by the City Manager. The City Manager shall only be required to provide written notice to Employee as to the effective date of said termination.

B. In the event this Agreement is terminated, Employee agrees to immediately surrender the position of Chief Financial Officer/City Treasurer; any and all writings containing

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information relating to the conduct of the City's business prepared, owned, used or retained by Employee regardless of physical form or characteristics; and any and all equipment, tools, or other materials of whatever nature provided to Employee by City in Employee's capacity of Chief Financial Officer/City Treasurer. Employee shall be entitled to receive payment for all hours worked, any holiday pay due and owing, all vacation hours accrued to the date of termination and any deferred compensation contributions made by Employee (including contributions by the employer on behalf of the Employee).

C. In the event Employee desires to terminate this Agreement during such time as the City Manager desires Employee to continue in the capacity of Chief Financial Officer/City Treasurer, then, in that event, Employee agrees to provide the City Manager with two (2) weeks prior written notice of said termination.

D. In the event City Manager desires to terminate this Agreement during which time Employee is ready, willing and able to perform the functions and duties set forth herein, then in that event, City Manager agrees to provide Employee with severance pay representing one (1) month's salary (exclusive of fringe benefits) for each year of service to the City up to a maximum of six (6) month's salary.

E. The City Manager has the right to modify or alter Employee's position, with or without cause or advance notice, through actions other than termination, such as demotion or transfer.

F. No City representative has authority to agree to anything contrary to employment at-will unless it is specific, in writing, and signed by the City Manager.

G. In the event that this Employment Agreement is terminated, any cash settlement related to the termination that the Employee may receive from the City shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of his or her office or position as defined in Government Code section 53243.4.

SECTION 4. SALARY.

A. City agrees to pay Employee pursuant to the salary range of the classification "Chief Financial Officer/City Treasurer" as set forth in Riverside City Council Resolution No.

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21052 as the same now exists or may hereafter be amended. Effective September 1, 2016, Employee shall receive an annual salary of *Two Hundred Two Thousand, Five Hundred Dollars* ($202,500.00) payable in the same manner and time as are all other employees of City.

SECTION 5. FRINGE BENEFITS.

A. Effective September 1, 2016, Employee shall accrue vacation leave at the rate of 7.70 hours per pay period as said pay periods are established by City. Employee shall be credited with 100 hours of accrued vacation leave upon employment.

B. Effective September 1, 2016, Employee shall accrue sick leave at the rate of 3.70 hours per pay period as said pay periods are established by City. Employee shall be credited with 100 hours of accrued sick leave upon employment.

C. All actions taken by City relating to fringe benefits as hereinafter defined shall be considered actions including and applying to Employee. The term "fringe benefits", as used herein are set forth in City's Personnel Policy and Procedure Manual and the Fringe Benefits and Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and include vacation and sick leave, holidays, retirement (PERS) benefits and payments, health, dental and life insurance, and deferred compensation. In addition, City shall make available a long-term disability insurance plan for Employee, as the same is provided to other City employees in the executive management ranges.

D. Employee understands, acknowledges and agrees that the position of Chief Financial Officer/City Treasurer is commensurate with an exempt employee under the Fair Labor Standards Act, and shall not be entitled to receive any overtime pay, compensatory time, or other premium pay or compensation, except as may be provided by the above-cited Personnel Policy.

SECTION 6. PERFORMANCE EVALUATION.

The City Manager may evaluate Employee's performance after the first six (6) months and thereafter on or about the anniversary date of the effective date of this Agreement. Every year the City Manager and Employee may, in addition, set goals and objectives for the ensuing year.

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SECTION 7. AUTOMOBILE ALLOWANCE/PARKING

Employee shall receive an automobile allowance of *Three Hundred Fifty Dollars* ($350.00) per month or as may be modified in the future. Employer shall also provide parking at no cost to Employee.

SECTION 8. RELOCATION ALLOWANCE.

City Manager may approve an interest-free loan of up to *Ten Thousand Dollars* ($10,000.00) for receipted moving, relocation and temporary housing expenses incurred by Employee. Said loan will be completely forgiven by the City after the employee has completed two (2) years of service to the City of Riverside. Should Employee opt to terminate his/her employment agreement with the City within two (2) years of commencement of his/her employment, the Employee shall repay the loan in full within sixty (60) days of termination of employment.

SECTION 9. OTHER TERMS AND CONDITIONS.

The City Manager, in consultation with Employee, may fix such other terms and conditions of employment as they may determine from time to time, relating to the duties and performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law, ordinance, resolution or regulation. The City Manager can exercise his/her discretion in imposing discipline short of termination when, in his/her sole discretion, he/she deems it appropriate.

SECTION 10. NOTICES.

Notices pursuant to this Agreement shall be in writing and shall be personally served, given by mail or by overnight delivery. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the respective parties at 3900 Main Street, Riverside, California 92522, or such other address as may be given, in writing, to the other party.

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SECTION 11. NONDISCRIMINATION.

Pursuant to Section 6.26.055 of the Riverside Municipal Code as the same now exists or hereafter may be amended, Employer agrees not to discriminate in the performance of Employee's functions and duties on the grounds of or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation or disability, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto.

SECTION 12. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement supersedes all prior oral or written agreements about the nature of the employment relationship between the City and Employee.

SECTION 13. ASSIGNMENT.

THIS AGREEMENT is not assignable by either City or Employee.

IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

"EMPLOYEE"

Scott G. Miller

CITY OF RIVERSIDE

8/22/16

John A. Russo
City Manager

Attest _____
City Clerk

Approved as to Form:

Gary G. Geuss
City Attorney

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Chief Financial Officer/City Treasurer (Non-Classified)

Class Code: 8330

Bargaining Unit: Executive

City of Arts & Innovation

CITY OF RIVERSIDE
Revision Date: Aug 9, 2016

DEFINITION:

Under executive direction, to plan, organize, manage and direct centralized accounting and financial administration programs; to provide administrative direction to other centralized services such as purchasing, risk management, budget and program analyses; may serve as City Controller and City Treasurer; and to do related work as required.

DISTINGUISHING CHARACTERISTICS:

Positions designated as Non-Classified are exempt from the classified service. The Incumbent shall be appointed "at-will" and serve at the pleasure of the City Manager.

SUPERVISION RECEIVED AND EXERCISED:

Receives executive direction from the Assistant City Manager. Exercises general direction over professional, paraprofessional and administrative support staff.

Reports To: Assistant City Manager

EXAMPLES OF DUTIES:

Typical duties may include, but are not limited to, the following:

- Develop and implement goals, objectives, policies and priorities.
- Direct the general accounting activities of the municipality including the maintenance of general ledgers and related subsidiary records.
- Prepare financial reports reflecting the financial status of the various departments of the municipality including redevelopment, housing, parking, grants, public utilities, and others as appropriate.
- Develop and maintain internal accounting controls.
- Plan, develop, implement and administer the cash management and investment program.
- Administer the City's insurance program, business license program and centralized purchasing.
- Assist the City Manager in preparation of the annual operating capital improvement budget.
- Forecast City revenues, expenditures and year-end balances.
- Coordinate and conduct municipal bond sales.
- Respond to requests for information, reports or action from the City Manager, City Council, Department Heads, news media and citizens regarding fiscal matters.
- Prepare special financial reports, studies and analyses.
- Direct preparation of the annual financial report, State Controller report and other reports required by law.
- Coordinate Finance Department activities with the City Manager's office, other City departments and outside agencies.
- Supervise, train and evaluate subordinate professional and administrative support staff.
- Perform other related duties as assigned.

EXHIBIT A

KNOWLEDGE, SKILLS & ABILITIES:

Knowledge of:

- Principles, practices and methods of modern accounting and auditing.
- Principles and practices of financial administration including budgeting and reporting.
- Modern office practices, procedures, methods and equipment.
- Modern principles and practices in purchasing and stores, treasury management, and risk management.
- Application of data processing in the maintenance of accounting records and financial administration.
- Municipal debt administration. · Budget preparation, program analyses and revenue forecasting.
- Principles and practices of organization, administration, budget and personnel management.

Ability to:

- Develop, revise and install accounting systems and procedures.
- Prepare varied financial statements, reports and analyses.
- Plan, organize, supervise and review large complex operations as they relate to accounting, finance, treasury and budgeting activities.
- Communicate clearly and concisely, orally and in writing.
- Analyze a variety of administrative and financial problems and develop effective solutions.

MINIMUM QUALIFICATIONS:

Education and Experience:
Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: Equivalent to a Bachelor's Degree from an accredited college or university with major course work in finance, accounting, business administration, economics or closely related field.

Experience: Ten years' progressively responsible administrative and management experience in accounting and financial work.

SUPPLEMENTAL INFORMATION:

Medical Category: Group 1

Necessary Special Requirement
Possession of an appropriate, valid class "C" California Motor Vehicle Operator's License.

Career Advancement Opportunities
From: Chief Financial Officer/City Treasurer
To: Assistant City Manager