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EMPLOYMENT AGREEMENT

Community and Economic Development Director (Non-Classified)

THIS AGREEMENT is made and entered into this 24th day of September, 2015, 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 RAFAEL GUZMAN, 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 Community and Economic Development Director; and

WHEREAS, Employee desires to serve in the capacity of the Community and Economic Development Director; and

WHEREAS, Employee understands, acknowledges and agrees that the position of Community and Economic Development Director 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.

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

3 **SECTION 1. DUTIES.**

4 The City Manager hereby agrees to employ Employee as Community and Economic
5 Development Director to perform the functions and duties as specified in the classification
6 specification Job Code #7976, attached hereto as Exhibit "A" and made a part hereof.

7 **SECTION 2. TERM.**

8 A. Effective September 28, 2015, Employee agrees to fulfill the functions and duties
9 of Community and Economic Development Director of the City of Riverside.

10 B. Services provided by Employee shall commence on September 28, 2015, and
11 shall continue upon such terms and conditions as set forth herein and as may be mutually
12 negotiated by amendment to this Agreement.

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

16 D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right
17 of Employee to resign at any time from the position as Community and Economic Development
18 Director, subject only to the provisions set forth in Section 3., below.

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

24 **SECTION 3. TERMINATION/MODIFICATION.**

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

1 B. In the event this Agreement is terminated, Employee agrees to immediately
2 surrender the position of Community and Economic Development Director; any and all writings
3 containing information relating to the conduct of the City's business prepared, owned, used or
4 retained by Employee regardless of physical form or characteristics; and any and all equipment,
5 tools, or other materials of whatever nature provided to Employee by City in Employee's
6 capacity of Community and Economic Development Director. Employee shall be entitled to
7 receive payment for all hours worked, any holiday pay due and owing, all vacation hours accrued
8 to the date of termination and any deferred compensation contributions made by Employee
9 (including contributions by the employer on behalf of the Employee).

10 C. In the event Employee desires to terminate this Agreement during such time as
11 the City Manager desires Employee to continue in the capacity of Community and Economic
12 Development Director, then, in that event, Employee agrees to provide the City Manager with
13 two (2) weeks prior written notice of said termination.

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

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

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

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

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SECTION 4. SALARY.

A. City agrees to pay Employee pursuant to the salary range of the classification "Community and Economic Development Director" as set forth in Riverside City Council Resolution No. 21052 as the same now exists or may hereafter be amended. Effective September 28, 2015, Employee shall receive an annual salary of *One Hundred Eighty Thousand Dollars* (\$180,000.00) payable in the same manner and time as are all other employees of City.

SECTION 5. FRINGE BENEFITS.

A. Effective September 28, 2015, 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 with City.

B. Effective September 28, 2015, 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 48 hours of accrued sick leave upon employment with City.

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 Community and Economic Development Director 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

1 and thereafter on or about the anniversary date of the effective date of this Agreement. Every
2 year the City Manager and Employee may, in addition, set goals and objectives for the ensuing
3 year.

4 **SECTION 7. AUTOMOBILE ALLOWANCE/PARKING**

5 Employee shall receive an automobile allowance of *Three Hundred Fifty Dollars*
6 (\$350.00) per month or as may be modified in the future. Employer shall also provide parking at
7 no cost to Employee.

8 **SECTION 8. OTHER TERMS AND CONDITIONS.**

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

16 **SECTION 9. NOTICES.**

17 Notices pursuant to this Agreement shall be given by deposit in the custody of the United
18 States Postal Service, postage prepaid, addressed as follows or as such address may be changed
19 from time to time upon notice to the other:

20 City: City Manager
21 City of Riverside
22 3900 Main Street
Riverside, CA 92522

23 Employee: Rafael Guzman
24 

25
26 **SECTION 10. NONDISCRIMINATION.**

27 Pursuant to Section 6.26.055 of the Riverside Municipal Code as the same now exists or
28 hereafter may be amended, Employer agrees not to discriminate in the performance of

1 Employee's functions and duties on the grounds of or because of race, color, creed, national
2 origin, ancestry, age, sex, sexual orientation or disability, including the medical condition of
3 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto.

4 SECTION 11. ENTIRE AGREEMENT.

5 This Agreement contains the entire agreement between the parties hereto. No promise,
6 representation, warranty or covenant not included in this Agreement has been or is relied on by
7 any party hereto.

8 SECTION 13. ASSIGNMENT.

9 THIS AGREEMENT is not assignable by either City or Employee.

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

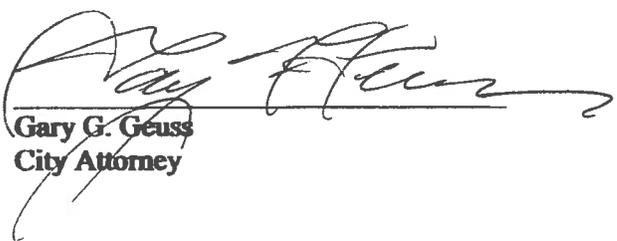
12 "EMPLOYEE"

CITY OF RIVERSIDE

13
14 
15 Rafael Guzman


16 John A. Russo
17 City Manager

18
19 Attest 
20 City Clerk

21 Approved as to Form:
22 
23 Gary G. Geuss
24 City Attorney

27 [04-1355.627]

28



**Community and Economic
Development Director (Non-Classified)**

Class Code:
7976

Bargaining Unit: Executive

City of Arts & Innovation

CITY OF RIVERSIDE

Revision Date: Sep 22, 2015

DEFINITION:

Under executive direction of the City Manager, to plan, direct, manager and oversee the activities and operations of the Planning, Code Enforcement, and Building and Safety functions, Real Property, Housing and Neighborhood, and successor agency; to coordinate assigned activities with other City Departments and outside agencies; and to do related work as required.

DISTINGUISHING CHARACTERISTICS:

The incumbent is expected to exercise independent judgment and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager. The incumbent may serve as the City Planner. The incumbent also functions as a member of the City's executive management team and participates actively in addressing issues of concern to the Department and the City.

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 City Manager and/or the Assistant City Manager. Exercises administrative direction over professional, para-professional, technical and administrative support staff.

Reports To: City Manager and/or Assistant City Manager

EXAMPLES OF DUTIES:

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

- Direct community development activities through appropriate organizational and management practices including current and advanced planning, zoning annexations, code enforcement and building inspection, real property, housing and neighborhood and successor agency; recommend and administer policies and procedures.
- Plan, recommend and direct implementation of policies and strategies for the growth and development of the community.
- Assess administrative support systems and coordinate with the Chief Information Officer to translate needs to automated systems where appropriate and necessary.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.
- Manage and participate in the development and administration of the Department's budget; forecast the needs additional funds for staffing, equipment, materials and supplies; direct the monitoring of and approval for expenditures; direct the preparation of and implement budgetary adjustments are necessary.

- Serve as an advisor to the City Council, City Manager and appointed boards, commissions, administrative committees and citizen's committees on community development matters and explain new and revised programs to the City Council, professional and citizen groups.
- Act in the capacity of Planning Director in meetings of the Planning Commission.
- Plan, direct and coordinate the Community Development Department's work plan; meet with management staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.
- Coordinate Community Development Department activities with those of other departments and outside agencies, organizations and residents.
- Conduct a variety of organizational studies, investigations and operational studies; recommend modifications to Community Development programs, policies and procedures as appropriate.
- Select, supervise, train and evaluate professional, para-professional, technical and administrative support staff.

KNOWLEDGE, SKILLS & ABILITIES:

Knowledge of:

- Operational characteristics, services and activities of a comprehensive planning program including current and advanced planning, zoning annexations, code enforcement and building and safety inspection programs.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and practices.
- Advanced principles and practices of municipal budget preparation and administration.
- Customer service techniques and principles.
- Principles of supervision, training and performance evaluation.
- Goals and procedures of urban renewal and redevelopment programs.
- Federal, State, and local laws regarding community development programs
- Redevelopment laws and principles of development deals and agreements.

Ability to:

- Plan, organize, direct and coordinate the work of professional, para-professional, technical and administrative support staff.
- Project consequences of proposed actions and implement recommendations in support of goals.
- Identify and respond to community and City Council issues, concerns and needs.
- Communicate clearly and concisely, orally and in writing.
- Work effectively and develop positive relationships with a diverse population and cultures.
- Generate new and creative ideas as a result to visionary and strategic thinking.

MINIMUM QUALIFICATIONS:

Recruitment Guidelines:

Education: Equivalent to a Bachelor's Degree from an accredited college or university with major course work in urban planning, public or business administration or a closely related field. A Master's Degree is highly desirable.

Experience: Ten years of progressively responsible administrative and supervisory management experience in community development, urban planning, redevelopment or a closely related field.

SUPPLEMENTAL INFORMATION:

Medical Category: Group 4

Necessary Special Requirement

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

Career Advancement Opportunities

From: Community and Economic Development Director

To: Assistant City Manager