COPY

CITY OF RIVERSIDE

TEMPORARY EMPLOYMENT AGREEMENT

INTERIM CITY MANAGER

This Agreement for Interim City Manager (hereinafter referred to as "AGREEMENT") is made this 23rd day of April, 2018, by and between the City Council of the City of Riverside (hereinafter referred to as "CITY" or "EMPLOYER") and LEE CHARLES McDOUGAL, an individual (hereinafter referred to as "INTERIM CITY MANAGER" or "EMPLOYEE").

RECITALS

A. The CITY wishes to employ the INTERIM CITY MANAGER on the terms and conditions set forth herein; and

B. Through his professional background and municipal experience, the INTERIM CITY MANAGER has the skill and ability to serve in such position on a temporary basis and wishes to accept such employment on the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

Section 1: Employment and Duties. The CITY hereby agrees to employ, and the INTERIM CITY MANAGER agrees to be employed by CITY to perform and carry out the duties and functions of the CITY, and to perform such other legally permissible and proper duties and functions as the CITY shall from time to time direct. A general description of such duties is set forth in the job description attached hereto and incorporated herein as Exhibit "A." The INTERIM CITY MANAGER agrees that, to the best of his ability and experience at all times, he will loyally

and conscientiously perform all of the duties and obligations required of him by the CITY, subject to the control and direction of the CITY.

Section 2: Term of Employment and At-Will Employment Status.

A. The INTERIM CITY MANAGER shall commence the performance of his duties under the terms of this AGREEMENT on April 23, 2018. This AGREEMENT shall terminate at such time as a permanent City Manager commences employment with the CITY; notwithstanding, this AGREEMENT shall terminate on December 31, 2018, unless otherwise terminated.

B. It is expressly understood and agreed that the INTERIM CITY MANAGER serves as a temporary, at-will employee of the CITY, and the City Council, by majority vote, may terminate the INTERIM CITY MANAGER, without cause, and at any time upon submitting thirty (30) calendar days prior written notice to INTERIM CITY MANAGER. Upon the effective date of any such termination, the CITY shall reimburse the INTERIM CITY MANAGER for all services as may have been furnished to the CITY to that date. INTERIM CITY MANAGER may terminate this AGREEMENT by giving the same notice.

Section 3: Work Schedule.

A. The INTERIM CITY MANAGER shall perform the services required pursuant to this AGREEMENT during the normal CITY operating business hours and shall generally be available for CITY business at other times.

B. The INTERIM CITY MANAGER shall not be entitled to take paid personal days during the term of this AGREEMENT.

C. The INTERIM CITY MANAGER is retired through CalPERS and is allowed to work in a position of limited duration requiring specialized skills in compliance with Government

Code Sections 21221(h) and 21224, so long as he does not exceed a combined total of 960 hours for all CalPERS employers in any fiscal year.

Section 4: Compensation.

A. Salary.

The CITY agrees to compensate the INTERIM CITY MANAGER *One Hundred Thirty Five and 53/100ths Dollars* ($135.53) per hour during the term of this AGREEMENT. Such compensation shall be the total paid for the performance of the services except for reimbursement as otherwise provided below. INTERIM CITY MANAGER shall be paid on the same schedule as other employees, minus required withholding.

B. Expense Reimbursement.

The INTERIM CITY MANAGER will receive reimbursement for all sums necessarily incurred and paid by him in the performance of his duties, including business meals and business related mileage outside City limits. Mileage reimbursement shall be at the IRS rate.

C. Work Aids.

The INTERIM CITY MANAGER will receive a City cell phone.

D. Claim Form.

The INTERIM CITY MANAGER shall submit invoices for expense reimbursement in the same manner as other employees.

E. Moving Expenses.

The INTERIM CITY MANAGER shall not be entitled to moving or interim housing costs.

Section 5: Benefits.

The INTERIM CITY MANAGER is a temporary employee of the CITY who is not entitled to those benefits provided to other CITY employees. The INTERIM CITY MANAGER will not

be entitled to those benefits provided to CITY employees, including retirement, health/medical insurance, dental insurance, life and disability insurance, sick leave, vacation, unemployment insurance, and similar benefits.

Section 6. Notice.

Notice pursuant to this AGREEMENT shall be given by personal delivery or by depositing written notice in the custody of the United States Postal Service, first class, postage prepaid, addressed as follows:

EMPLOYER: City of Riverside
3900 Main Street
Riverside, CA 92552
Attention: Mayor Pro Tem

EMPLOYEE: Lee Charles McDougal

Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice with the United States Postal Service.

Section 7: General Provisions.

A. Integration. This AGREEMENT sets forth and establishes the entire understanding between the CITY and the INTERIM CITY MANAGER relating to the employment of the INTERIM CITY MANAGER by the CITY. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this AGREEMENT.

B. Amendment of this AGREEMENT. The parties, by mutual written agreement, may amend any provision of this AGREEMENT during the life of the AGREEMENT. Such amendments shall be incorporated and made a part of this AGREEMENT.

C. Binding Effect. This AGREEMENT shall be binding on the CITY and the INTERIM CITY MANAGER, as well as their heirs, assigns, executors, persons, representatives, and successors-in-interest.

D. No Waiver. No waiver of any term or condition of this AGREEMENT shall be a continuing waiver thereof.

E. Severability. The invalidity or partial invalidity of any portion of this AGREEMENT will not affect the validity of any other provision. In the event that any provision of this AGREEMENT is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the removal or judicial modification of the invalid provision.

F. Indemnification. The CITY will indemnify and defend the INTERIM CITY MANAGER as required by state law.

Section 8. 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"

Lee Charles McDougal

Attest:
City Clerk

CITY OF RIVERSIDE

Chris MacArthur
Mayor Pro Tem

Approved as to Form:
City Attorney