

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EMPLOYMENT AGREEMENT**

**Parks, Recreation and Community Services Director (Non-Classified)**

THIS AGREEMENT is made and entered into this 19<sup>th</sup> day of May, 2014, 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 ADOLFO CRUZ, 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 Parks, Recreation and Community Services Director; and

WHEREAS, Employee desires to serve in the capacity of the Parks, Recreation and Community Services Director; and

WHEREAS, Employee understands, acknowledges and agrees that the position of Parks, Recreation and Community Services 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.

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

1 SECTION 1. DUTIES.

2 The City Manager hereby agrees to employ Employee as Parks, Recreation and  
3 Community Services Director to perform the functions and duties as specified in the  
4 classification specification Job Code #6520, attached hereto as Exhibit "A" and made a part  
5 hereof.

6 SECTION 2. TERM.

7 A. Effective June 3, 2014, Employee agrees to fulfill the functions and duties of  
8 Parks, Recreation and Community Services Director of the City of Riverside.

9 B. Services provided by Employee shall commence on June 3, 2014, and shall  
10 continue upon such terms and conditions as set forth herein and as may be mutually negotiated  
11 by amendment to this Agreement.

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

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

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

23 SECTION 3. TERMINATION/MODIFICATION.

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

28 B. In the event this Agreement is terminated, Employee agrees to immediately

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

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

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

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

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

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

27 //  
28 //

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SECTION 4. SALARY.

A. City agrees to pay Employee pursuant to the salary range of the classification "Parks, Recreation and Community Services Director" as set forth in Riverside City Council Resolution No. 21052 as the same now exists or may hereafter be amended. Effective June 3, 2014, Employee shall receive an annual salary of *One Hundred Sixty Thousand Dollars* (\$160,000.00) payable in the same manner and time as are all other employees of City.

SECTION 5. FRINGE BENEFITS.

A. Effective June 3, 2014, 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 June 3, 2014, 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 Parks, Recreation and Community Services 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. RELOCATION ALLOWANCE.

9 Employee intends to relocate from Stockton to the City of Riverside as soon as  
10 practicable. The Employer agrees to immediately provide the Employee with the lump sum of  
11 \$10,000.00 for his moving, relocation, and housing expenses in moving from Stockton to the  
12 City of Riverside.

13 SECTION 9. OTHER TERMS AND CONDITIONS.

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

21 SECTION 10. NOTICES.

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

25 City: City Manager  
26 City of Riverside  
27 3900 Main Street  
28 Riverside, CA 92522

Employee: Adolfo Cruz



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.

SECTION 13. ASSIGNMENT.

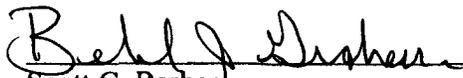
THIS AGREEMENT is not assignable by either City or Employee.

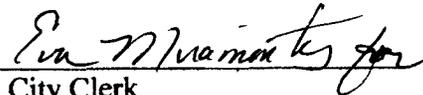
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

"EMPLOYEE"

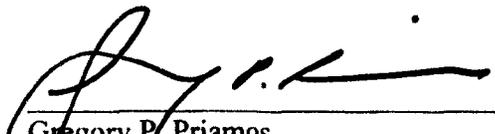
CITY OF RIVERSIDE

  
\_\_\_\_\_  
Adolfo Cruz

  
\_\_\_\_\_  
Scott C. Barber  
City Manager

Attest   
\_\_\_\_\_  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Gregory P. Priamos  
City Attorney

[04-1355.484]