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**EMPLOYMENT AGREEMENT**

**Public Works Director (Non-Classified)**

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of November, 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 KRISTINE MARTINEZ, 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 Public Works Director; and

WHEREAS, Employee desires to serve in the capacity of the Public Works Director; and

WHEREAS, Employee understands, acknowledges and agrees that the position of Public Works 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:

**SECTION 1. DUTIES.**

The City Manager hereby agrees to employ Employee as Public Works Director to perform the functions and duties as specified in the classification specification Job Code #7400,

1 attached hereto as Exhibit "A" and made a part hereof.

2 SECTION 2. TERM.

3 A. Effective November 13, 2015, Employee agrees to fulfill the functions and duties  
4 of Public Works Director of the City of Riverside.

5 B. Services provided by Employee shall commence on November 13, 2015, and  
6 shall continue upon such terms and conditions as set forth herein and as may be mutually  
7 negotiated by amendment to this Agreement.

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

11 D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right  
12 of Employee to resign at any time from the position as Public Works Director, subject only to  
13 the provisions set forth in Section 3., below.

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

19 SECTION 3. TERMINATION/MODIFICATION.

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

24 B. In the event this Agreement is terminated, Employee agrees to immediately  
25 surrender the position of Public Works Director; any and all writings containing information  
26 relating to the conduct of the City's business prepared, owned, used or retained by Employee  
27 regardless of physical form or characteristics; and any and all equipment, tools, or other  
28 materials of whatever nature provided to Employee by City in Employee's capacity of Public

1 Works Director. Employee shall be entitled to receive payment for all hours worked, any  
2 holiday pay due and owing, all vacation hours accrued to the date of termination and any  
3 deferred compensation contributions made by Employee (including contributions by the  
4 employer on behalf of the Employee).

5 C. In the event Employee desires to terminate this Agreement during such time as  
6 the City Manager desires Employee to continue in the capacity of Public Works Director, then,  
7 in that event, Employee agrees to provide the City Manager with two (2) weeks prior written  
8 notice of said termination.

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

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

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

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

23 SECTION 4. SALARY.

24 A. City agrees to pay Employee pursuant to the salary range of the classification  
25 "Public Works Director" as set forth in Riverside City Council Resolution No. 21052 as the same  
26 now exists or may hereafter be amended. Effective November 13, 2015, Employee shall receive  
27 an annual salary of *Two Hundred Four Thousand, Three Hundred Twenty Four Dollars*  
28 *(\$204,324.00)* payable in the same manner and time as are all other employees of City.

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**SECTION 5. FRINGE BENEFITS.**

A. Effective November 13, 2015, Employee shall accrue vacation leave at the rate of 7.70 hours per pay period (200 hours annually) as said pay periods are established by City.

B. Effective November 13, 2015, Employee shall accrue sick leave at the rate of 3.70 hours per pay period as said pay periods are established by 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 Public Works 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 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.

**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.

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1           SECTION 8. OTHER TERMS AND CONDITIONS.

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

9           SECTION 9. NOTICES.

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

13                   City: City Manager  
14                            City of Riverside  
15                            3900 Main Street  
16                            Riverside, CA 92522

16           Employee: Kristine Martinez  
17                            

18  
19          SECTION 10. NONDISCRIMINATION.

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

25          SECTION 11. ENTIRE AGREEMENT.

26          This Agreement contains the entire agreement between the parties hereto. No promise,  
27 representation, warranty or covenant not included in this Agreement has been or is relied on by  
28 any party hereto. This Agreement supersedes all prior oral or written agreements about the

1 nature of the employment relationship between the City and Employee.

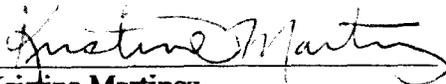
2 SECTION 12. ASSIGNMENT.

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

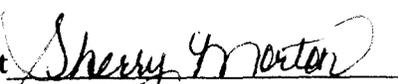
4 IN WITNESS WHEREOF, City and Employee have caused this Agreement to be  
5 executed on the day and year first above written.

6 "EMPLOYEE"

CITY OF RIVERSIDE

7  
8   
9 Kristine Martinez

  
\_\_\_\_\_  
10 John A. Russo  
11 City Manager

12  
13 Attest   
14 Sherry Norton  
15 City Clerk

Approved as to Form:  
  
\_\_\_\_\_  
16 Gary G. Geuss  
17 City Attorney

27 [04-1355.653]

28



**Public Works Director (Non-Classified)**

Class Code:  
7400

Bargaining Unit: Executive

*City of Arts & Innovation*

CITY OF RIVERSIDE

Revision Date: Dec 12, 2011

**DEFINITION:**

Under executive direction, to plan, direct and review the activities of the divisions comprising the Public Works Department; to provide professional and technical staff assistance; to perform the statutory duties of City Engineer; and to do related work as required.

**DISTINGUISHING CHARACTERISTICS:**

This is the executive level classification in the Public Works Department. 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 Assistant City Manager. Exercises managerial direction over executive, administrative, professional, 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 and participate in the development and implementation of the City's goals, objectives, policies and procedures.
- Plan, direct, and review all public works engineering activities including all phases of design, surveying and inspection.
- Plan, direct, and review transportation and traffic engineering activities.
- Confer with and advise supervisory assistants on problems related to the design and construction of public works systems, the interpretation and enforcement of construction specifications, and the design and operation of traffic systems.
- Review plans, engineering reports, budget estimates and proposed ordinances submitted by division heads.
- Review and sign plans for public works improvements.
- Act as technical advisor to the City Manager and City Council on public works, engineering and traffic matters.
- Supervise and participate in the preparation of the capital improvement program and budget.
- Respond to and resolve difficult citizen inquiries and complaints.
- Select and direct professional engineering consultants.
- Supervise and participate in the preparation and management of the department budget.
- Coordinate public works activities with other City departments and with outside agencies.
- Select, supervise, train and evaluate professional, technical and administrative support subordinates.

**EXHIBIT A**

**KNOWLEDGE, SKILLS & ABILITIES:**

**Knowledge of:**

- State of California engineering and administration principles and practices as applied to the design and construction of public works facilities and technical inspection services.
- Methods, materials and techniques employed in public works construction.
- Principles and practices of strategic management and planning.
- Recent developments, current literature and sources of information in municipal public works administration in the State of California.
- Principles of organization, management, budget, and personnel management.
- Various financing mechanisms for enterprise operations and rate setting principles.

**Ability to:**

- Organize, direct, and coordinate the activities of a moderately large department in a manner conducive to full performance and high morale.
- Work effectively and develop positive relationships with a diverse population and cultures.
- Delegate authority and responsibility; schedule and program work on a long-term basis.
- Communicate clearly and concisely, orally and in writing.
- Select, supervise, train and evaluate subordinates.
- Participate as a team player and collaborate with other departments and agencies.
- Operate a personal computer and relevant software.
- Generate new and creative ideas as a result of visionary and strategic thinking.

**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: A Bachelor's Degree from an accredited college or university with major course work in civil, mechanical, or electrical engineering or a related field. A Master's degree in a related field is highly desirable. Possession of a Certificate of Registration as a Professional Civil, Mechanical or Electrical Engineer in the State of California is highly desirable.

Experience: Ten years of professional engineering and managerial experience in the field of public works, or equivalent engineering and construction organization.

**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: Public Works Director**

**To: Assistant City Manager, Public Utilities Director**