EMPLOYMENT AGREEMENT

Assistant City Manager (Non-Classified)

THIS AGREEMENT is made and entered into this 14 day of June, 2018, 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 California charter city and municipal corporation, hereinafter referred to as "CITY", and LISA L. DEESING, 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 to the position of Assistant City Manager…"; and

WHEREAS, the City Manager desires to employ Employee as an Assistant City Manager; and

WHEREAS, Employee desires to serve in the capacity of an Assistant City Manager; and

WHEREAS, Employee understands, acknowledges and agrees that the position of Assistant City Manager 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 Assistant City Manager to perform the functions and duties as specified in the classification specification Job Code #9770, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. TERM.

A. Effective June 11, 2018, Employee agrees to fulfill the functions and duties of Assistant City Manager of the City.

B. Services provided by Employee shall commence on June 11, 2018, 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 Assistant City Manager, 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 Assistant City Manager; any and all writings containing information

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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 Assistant City Manager. 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 Assistant City Manager, 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 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 "Assistant City Manager" as set forth in Riverside City Council Resolution No. 21052 as the

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same now exists or may hereafter be amended. Effective June 11, 2018, Employee shall receive an annual salary of Two Hundred Forty-One Thousand Six Hundred and Twenty Dollars ($241,620) payable in the same manner and time as are all other employees of City.

SECTION 5. FRINGE BENEFITS.

A. Effective June 11, 2018, Employee shall accrue vacation leave at the rate of 7.70 hours per pay period (200 annual hours) as said pay periods are established by City.

B. Effective June 11, 2018, Employee shall accrue sick leave at the rate of 3.70 hours per pay period as said pay periods are established by City.

C. Employee shall receive forty eight (48) hours of administrative leave per fiscal year, sixteen (16) hours of which will be used to participate in community service activities in Riverside. Administrative leave must be used by June 30th of each year, which is the end of each fiscal year. There shall be no carryover of any administrative leave.

D. 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.

E. Employee understands, acknowledges and agrees that the position of Assistant City Manager 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 annually every July thereafter. 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. WORK LIFE BALANCE

Both parties acknowledge that employees generally, including but not limited to the Employee, are most productive when they maintain a work-life balance that enables them to meet their responsibilities outside work while also upholding their responsibilities in the workplace. Further, both parties acknowledge that increasingly the opportunity to achieve a work-life balance can be as important a factor as pay and benefits. To this end, the City Manager will reinforce work-life balance throughout the City organization consistent with workplace responsibilities and City Council priorities.

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.

Employee agrees that in the performance of Employee's functions and duties, he shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, sexual orientation, or military or veteran's status, or any other legally protected characteristic or status.

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"

Lisa L. Deesing

CITY OF RIVERSIDE

Alfred W. Zelinka
City Manager

Attest

Colleen J. Nicol
City Clerk

Approved as to form:

Gary G. Geuss
City Attorney

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Exhibit A

City of Arts & Innovation
CITY OF RIVERSIDE
Revision Date: Sep 20, 2002

Assistant City Manager

Bargaining Unit: Executive

Class Code: 9770

DEFINITION:

Under general direction, to provide highly responsible administrative staff assistance related to information services, coordination of existing City programs between departments, work with Council Committees, analysis of organization effectiveness, budget review and administration, project management, employer/employee relations;and to do related work as required.

SUPERVISION RECEIVED AND EXERCISED:

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

Reports To: City Manager

EXAMPLES OF DUTIES:

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

- Assist and participate in the development and implementation of goals, objectives, policies and principles.
- Conduct studies, surveys, and collect information on difficult operational and administrative problems, analyze findings and prepare reports of practical solutions for review by the City Manager.
- Confer with department heads and employees regarding policy and procedural changes.
- Participate in the preparation of the annual operating and capital improvement budgets and in budget control activities.
- Represent the City in labor relations matters, participating in meet and confer sessions with various employee organizations.
- Provide oversight and direction for the City's Management Information Services.
- Analyze, interpret and apply policies and procedures.
- May serve as Acting Department Head when there is a vacancy.
- Coordinate activities of the City Manager's office with City Departments, divisions and with outside agencies.
- Analyze, monitor and suggest recommendations on regional and county wide issues with potential City impacts.
- Supervise, train and evaluate staff.
- Serve as Acting City Manager as assigned.

KNOWLEDGE, SKILLS & ABILITIES:

Knowledge of:

- Functions, principles, practices and techniques of public administration.
- Principles and practices of management and supervision.
- Application of strategic planning and action.
- Personnel practices and labor relations.

Ability to:

- Analyze a variety of administrative problems and to make sound policy and procedural recommendations.
- Communicate clearly and concisely, orally and in writing with a diverse population and cultures.
- Properly interpret and make decisions in accordance with laws, regulations and policies.
- Prepare complete and accurate reports.
- Plan, organize, develop and implement projects and programs with minimal supervision and direction.
- Interpret and applythe policies, procedures, laws, codes and regulations pertaining to legislative programs and functions.

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 Master's Degree from an accredited college or university with major work in public administration or a closely related field.

Experience: Five years progressively responsible experience in an administrative managerial, or staff capacity in public or private employment, involving the responsibility for the planning, organization, implementation and supervision of varied work programs.

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: Assistant City Manager
To: City Manager