EMPLOYMENT AGREEMENT

(CITY CLERK)

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 5th day of July, 2017, by and between the City of Riverside a California charter city and municipal corporation ("Employer") and Colleen J. Nicol ("Employee"), collectively party or parties, both of whom understand and agree to the following:

RECITALS

WHEREAS, the City Council of the City of Riverside ("City Council"), the governing body of the Employer, desires to retain the services of the Employee as the City Clerk, as that office has been created in Article VII, Section 700 of the City of Riverside City Charter ("Charter"); and

WHEREAS, it is the desire of the City Council to provide benefits and establish certain terms and conditions of employment as set forth herein.

TERMS

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

Section 1. Duties

The City Council hereby agrees to employ the Employee as the City Clerk of the City of Riverside to perform the functions and duties of the City Clerk as specified in the Charter and to perform other legally permissible and proper duties and functions consistent with the office of the City Clerk, as the City Council shall from time to time assign. Employee shall also serve as Clerk of the Board/Secretary to the City's various Authorities currently in existence or as subsequently created by the City Council.

Section 2. Term

The term of this Agreement shall become effective beginning on July 5th, 2017, and shall remain in effect for a period of five (5) years, unless otherwise terminated pursuant to the provisions stated herein. At the end of the initial term, this Agreement may be extended upon mutual agreement of the parties. During the term of this Agreement, the Employee shall be a full-time City Clerk.

Employee shall not engage in any conduct which constitutes a criminal act involving moral turpitude, fraud, malfeasance or act of misfeasance. In the event that Employee is charged with any such conduct, Employee may be subject to discipline up to and including being placed on administrative leave. In the event that Employee is convicted of any such conduct, Employee may be subject to discipline up to and including termination of employment and termination of this Agreement.

Section 3. Salary

The Employer agrees to pay the Employee for services rendered, as provided herein, One Hundred Seventy Thousand Five Hundred Sixty-Eight Dollars ($170,568) per year, payable in installments at the same time and in the same manner as other employees of the Employer are paid. Employee's annual salary will be increased by five percent (5%) on or before August 31 annually until reaching top of established salary range followed by three percent (3%) in subsequent years, upon an acknowledgement of "satisfactory" (or better) performance by Employee in the prior year. Characterization of Employee's performance will result from a mandatory annual performance review which is to be held no later than August as set forth in Section 11 of this Agreement. Should Employer fail to timely organize or otherwise hold the annual performance review, for any reason or for no reason at all, Employee's salary increase will nevertheless become effective on

August 31 annually. The City Council shall also, no later than August of each year, review comparative salaries with the cities of Sacramento, Anaheim, Santa Monica, Huntington Beach, Pasadena, Long Beach and the County of Riverside, and grant additional merit increases or salary range adjustments as they deem appropriate. In addition to the provisions of this section, Employee's salary and salary range shall be increased incrementally to match PERS contribution deductions pursuant to the schedule in Section 5 below.

Cost of living salary increases shall be granted as negotiated for Executive level employees.

Section 4. Deferred Compensation

In addition to the sums otherwise payable to Employee hereunder, the Employer agrees to contribute matching funds to a deferred compensation account in the amount set forth in the Employer's Fringe Benefit and Salary Plan ("FBSP").

Section 5. Pension

The Employer agrees to continue the Employee as a member of the Public Employee Retirement System ("PERS"). Through Employees continued employment with the City, Employee shall pay the required employee contribution on the following schedule with matching salary increases equal to the Employee contribution paid:

Year	Effective Date	Employee Pays	City Pays
1	January 1, 2017	0%	8%
2	January 1, 2018	2%	6%
3	January 1, 2019	4%	4%
4	January 1, 2020	6%	2%
5	January 1, 2021	8%	0%

The changes shall be made in the pay period immediately following the noted effective dates. The contribution increases shall be calculated based upon Employee's total pensionable compensation into the employee share of the PERS pension plan.

Section 6. Benefits

The Employer agrees to provide Employee with the same benefits as are provided to the other Executive Group of the Employer per the FBSP, including but not limited to accrual of sick leave, medical, dental and optical coverages, and holiday schedule, which shall be the same as for the Executive Group set forth in Section 1-1 of the FBSP. Employee may purchase disability insurance as set forth in Section 19-1 of the FBSP. Employer shall pay for Employee's City Clerks Association of California ("CCAC") and International Institute of Municipal Clerks ("IIMC") dues and all costs for attendance at the League of California Cities City Clerk's Winter Conference and Annual Conference, CCAC Annual Conference, and IIMC Annual Conference.

Section 7. Life Insurance

The Employer agrees to provide Employee, at Employer's expense, with a term life insurance policy equal to twice the Employee's annual salary (Table 9, Section 18-2 FBSP).

Section 8. Vacation, and Administrative Leave

Employee will accrue vacation at the rate of two hundred (200) hours per year of employment accruable and subject to cash out consistent with that provided for the Executive Group (Section 6 and Table 4 of the FBSP).

Employee will receive forty-eight (48) hours of administrative leave per year. 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.

Section 9. Automobile Allowance

Employee shall receive an automobile allowance of Five Hundred Dollars ($500) per month or as may be modified in the future.

Section 10. Termination and Severance Pay

In the event Employee is terminated prior to the expiration of this Agreement, and Employee is willing and able to perform duties under this Agreement, the Employee shall be entitled to a cash payment of compensation equal to one year's annual salary ("Severance Pay"). Notwithstanding the above, in the event Employee is terminated because of any criminal act involving moral turpitude, fraud, malfeasance, or act of misfeasance, then, in that event, Employer shall have no obligation to continue the employment of Employee and shall have no obligation to make the Severance Pay stated above.

Section 11. Performance Evaluation

The City Council shall review and evaluate the performance of the Employee at least once annually. The annual review and evaluation, which must be held no later than August as provided in Section 3 of this Agreement, shall be in accordance with specific criteria developed jointly by the City Council and the Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with the Employee, provided, however, that such criteria shall be established within the limits of the resources made available to Employee for accomplishment of the identified goals and objectives. At such annual evaluation, the City Council and the Employee shall define such goals and performance objectives which they determine necessarily for the attainment of the City Council's policy objectives and the City Council and the Employee shall further establish a relative priority among those various goals and objectives to be reduced to writing. Employer agrees that it will act in good faith to assure that Employee has

available those resources reasonably necessary to achieve compliance of identified goals and objectives within the anticipated time frames. In giving effect to the provisions of this section, the City Council and the Employee mutually agree to act in good faith and abide by all provisions of applicable law.

In recognition of accomplishments of objectives and excellent performance, a merit increase may be granted to the Employee.

Section 12. Other Terms and Conditions of Employment

The City Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the provisions of this Agreement, the Charter, any ordinance or resolution of Employer, or any other applicable law.

Section 13. 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 or sexual orientation.

Section 14. General Provisions

This shall constitute the entire agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous oral and written understandings or agreements of the parties. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party thereto. If any provision or any portion hereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion hereof shall

be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement may only be amended in writing and duly execute by both parties.

Section 15. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

EMPLOYER

William R. Bailey, III
Mayor

Michael C. Gardner
Mayor Pro Tem

EMPLOYEE

Colleen J. Nicol

Attested to by:

Sherry Morton
Assistant City Clerk

Approved as to form:

Gary G. Geuss
City Attorney

		COUNCILMEMBERS						
		GARDNER	MELENDREZ	SOUBIROUS	DAVIS	MACARTHUR	PERRY	BURNARD
	WARDS	1	2	3	4	5	6	7
defeasance transaction, as outlined in the written staff report; (4) authorized the City Manager, or his delegate, to execute individual agreements with each financing team member for an amount not-to-exceed $65,000, that will be negotiated closer to the actual defeasance of the bonds; and (5) established a bond defeasance designated reserve account within the Electric Fund, as determined by the Finance Department, and authorized the transfer of settlements and cost recoveries received in the amount of $11,244,000 to the designated reserve for bond defeasance.	Motion Second All Ayes				X			X
JUNE 6, 2017, GENERAL MUNICIPAL ELECTION CANVASS - RESOLUTION Following discussion, the City Council adopted a resolution reciting the results of the General Municipal Election held on June 6, 2017, and declaring the results thereof and setting forth such other matters as are provided by law; whereupon, the title having been read and further reading waived, Resolution No. 23192 of the City Council of the City of Riverside, California, Reciting the Fact of the General Municipal Election Held in Said City on the 6th Day of June, 2017, Declaring the Results Thereof and Setting Forth Such Other Matters as are Provided by Law, was presented and adopted.	Motion Second All Ayes			X	X			
CITY CLERK EMPLOYMENT AGREEMENT - RESOLUTION Following discussion, the City Council (1) approved the updated employment agreement with Colleen J. Nicol, City Clerk, as presented; (2) authorized the Mayor and Mayor Pro Tem to execute the agreement; and (3) adopted a resolution amending the Master Fringe Benefits and Salary Plan reflecting the change to the car allowance for the City Clerk; whereupon, the title having been read and further reading waived, Resolution No. 23193 of the City Council of the City of Riverside, California, Amending Resolution No. 21052 to Amend the Master Fringe Benefits and Salary Plan to Change the Automobile Allowance for the City Clerk, was presented and adopted.	Motion Second All Ayes		X		X			
RECESS The City Council recessed at 2:38 p.m. and reconvened at 3 p.m., with Mayor Pro Tem Gardner presiding and all Councilmembers present.								
<u>PUBLIC HEARINGS/PLANNING REFERRALS AND APPEALS</u>								
Councilmember Gardner left the dais at this time as he is a party in the following appeal hearing and joined the audience in the Art Pick Council Chamber and Councilmember Soubirous presided.		A						