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**EMPLOYMENT AGREEMENT  
MARKETING AND COMMUNICATIONS DIRECTOR**

**(Non-Classified)**

THIS AGREEMENT is made and entered into this 8th day of August, 2024, 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 KAITLIN REIERSON, 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 **MARKETING AND COMMUNICATIONS DIRECTOR**; and

WHEREAS, Employee desires to serve in the capacity of **MARKETING AND COMMUNICATIONS DIRECTOR**; and

WHEREAS, Employee understands, acknowledges and agrees that the position of **MARKETING AND COMMUNICATIONS 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 Employee understands and agrees that by his/her acceptance of employment in the “at-will” position of **MARKETING AND COMMUNICATIONS DIRECTOR**, Employee waives any and all property interest he/she may have formerly held as an employee with the City and shall have no right to any former position Employee previously held with the City; 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

1 which City shall receive and retain the services of Employee and to provide for terminating  
2 Employee's services at such time as the City Manager in his/her sole and unfettered discretion  
3 may desire to terminate Employee.

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

6 **SECTION 1. DUTIES.**

7 The City Manager hereby agrees to employ Employee as MARKETING AND  
8 COMMUNICATIONS DIRECTOR to perform the functions and duties as specified in the  
9 classification specification Job Code #8154, attached hereto as Exhibit "A" and made a part  
10 hereof.

11 **SECTION 2. TERM.**

12 A. Effective July 5, 2025, Employee agrees to fulfill the functions and duties of  
13 MARKETING AND COMMUNICATIONS DIRECTOR of the City of Riverside.

14 B. Services provided by Employee shall commence on July 5, 2024, and shall  
15 continue upon such terms and conditions as set forth herein and as may be mutually negotiated  
16 by amendment to this Agreement.

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

20 D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the  
21 right of Employee to resign at any time from the position as MARKETING AND  
22 COMMUNICATIONS DIRECTOR, subject only to the provisions set forth in Section 3 below.

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

28 **SECTION 3. TERMINATION/MODIFICATION.**

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

5           B.     In the event this Agreement is terminated, Employee agrees to immediately  
6 surrender the position of MARKETING AND COMMUNICATIONS DIRECTOR, any and all  
7 writings containing information relating to the conduct of the City's business prepared, owned,  
8 used or retained by Employee regardless of physical form or characteristics, and any and all  
9 equipment, tools, or other materials of whatever nature provided to Employee by City in  
10 Employee's capacity of MARKETING AND COMMUNICATIONS DIRECTOR. Employee  
11 shall be entitled to receive payment for all hours worked, any holiday pay due and owing, all  
12 vacation hours accrued to the date of termination and any deferred compensation contributions  
13 made by Employee (including contributions by the employer on behalf of the Employee).

14           C.     In the event this Agreement is terminated for cause, the City's obligation to pay  
15 Employee under "E" below, shall immediately cease. "Cause" means Employee has engaged in  
16 or committed any of the following: willful misconduct; gross negligence; theft; fraud or other  
17 illegal conduct; refusal or unwillingness to perform duties; failure to adequately perform his/her  
18 job duties; dishonesty in performing his/her job duties; violation of the City's written policies or  
19 rules; conduct which reflects adversely upon, or making any remarks disparaging of, the City;  
20 insubordination; conviction of a felony or any crime involving an act of dishonesty, moral  
21 turpitude, deceit or fraud; any willful act that injures the reputation of the City; violation of any  
22 fiduciary duty; violation of any duty of loyalty; and breach of this Agreement.

23           D.     In the event Employee desires to terminate this Agreement during such time as  
24 the City Manager desires Employee to continue in the capacity of MARKETING AND  
25 COMMUNICATIONS DIRECTOR, then, in that event, Employee agrees to provide the City  
26 Manager with two (2) weeks prior written notice of said termination.

27           E.     In the event City Manager desires to terminate this Agreement during which time  
28 Employee is ready, willing and able to perform the functions and duties set forth herein, then in

1 that event, City Manager agrees to Pay Employee, in addition to any other amount that may be  
2 due at the time of termination of this Agreement, a lump sum cash payment equal to one (1)  
3 month's salary (exclusive of fringe benefits) for each year of service to the City up to a  
4 maximum of six (6) months of Employee's then current aggregate salary.

5 F. The City Manager has the right to modify or alter Employee's position, with or  
6 without cause or advance notice, through actions other than termination, such as demotion or  
7 transfer.

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

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

14 **SECTION 4. SALARY.**

15 City agrees to pay Employee pursuant to the salary range of the classification  
16 "MARKETING AND COMMUNICATIONS DIRECTOR" as set forth in Riverside City  
17 Council Resolution No. 21052 as the same now exists or may hereafter be amended. Effective  
18 July 5, 2024, Employee shall receive an annual salary of *Two-Hundred Six Thousand Seven-*  
19 *Hundred Fourteen Dollars* (\$206,714), payable in the same manner and time as are all other  
20 employees of City.

21 **SECTION 5. FRINGE BENEFITS.**

22 A. Effective July 5, 2024, Employee shall accrue vacation leave at the rate of 7.69  
23 hours per pay period (200 hours annually) as said pay periods are established by City.

24 B. Effective July 5, 2024, Employee shall accrue sick leave at the rate of 3.70 hours  
25 per pay period as said pay periods are established by City.

26 C. All actions taken by City relating to fringe benefits as hereinafter defined shall be  
27 considered actions including and applying to Employee. The term "fringe benefits", as used  
28 herein are set forth in City's Personnel Policy and Procedure Manual and the Fringe Benefits and

1 Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and include  
2 vacation and sick leave, holidays, retirement (PERS) benefits and payments, health, dental and  
3 life insurance, and deferred compensation. In addition, City shall make available a long-term  
4 disability insurance plan for Employee, as the same is provided to other City employees in the  
5 classified management ranges.

6 D. Employee understands, acknowledges, and agrees that the position of  
7 **MARKETING AND COMMUNICATIONS DIRECTOR** is commensurate with an exempt  
8 employee under the Fair Labor Standards Act, and shall not be entitled to receive any overtime  
9 pay, compensatory time, or other premium pay or compensation, except as may be provided by  
10 the above-cited Personnel Policy.

11 **SECTION 6. PERFORMANCE EVALUATION.**

12 The City Manager may evaluate Employee's performance after the first six (6) months  
13 and thereafter annually on or about July 1. Every year the City Manager and Employee may, in  
14 addition, set goals and objectives for the ensuing year.

15 **SECTION 7. AUTOMOBILE ALLOWANCE/PARKING.**

16 Employee shall receive an automobile allowance of *Five Hundred Dollars* (\$500.00) per  
17 month or as may be modified in the future. Employer shall also provide parking at no cost to  
18 Employee.

19 **SECTION 8. WORK LIFE BALANCE.**

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

27 **SECTION 9. OTHER TERMS AND CONDITIONS.**

28 The City Manager, in consultation with Employee, may fix such other terms and

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

7 **SECTION 10. NOTICES.**

8 Notices pursuant to this Agreement shall be in writing and shall be personally served,  
9 given by mail or by overnight delivery. Any notice given by mail shall be deemed given when  
10 deposited in the United States Mail, certified and postage prepaid, addressed to the City at 3900  
11 Main Street, Riverside, California 92522, and the Employee at the address then currently on file  
12 with the Human Resources Department, or such other address as may be given, in writing, to the  
13 other party.

14 **SECTION 11. NONDISCRIMINATION.**

15 Pursuant to Section 6.26.055 of the Riverside Municipal Code as the same now exists or  
16 hereafter may be amended, Employer agrees not to discriminate in the performance of  
17 Employee's functions and duties on the grounds of or because of race, color, religious creed,  
18 national origin, ancestry, age, physical disability, mental disability, disability including the  
19 medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related  
20 thereto, marital status, gender, gender identity, genetic information, gender expression, sex,  
21 sexual orientation or military or veterans status.

22 **SECTION 12. ENTIRE AGREEMENT.**

23 This Agreement contains the entire agreement between the parties hereto. No promise,  
24 representation, warranty or covenant not included in this Agreement has been or is relied on by  
25 any party hereto.

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[signatures on next page]

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**SECTION 13. ASSIGNMENT.**

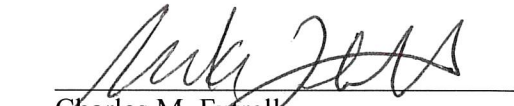
THIS AGREEMENT is not assignable by either City or Employee.

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

  
Kaitlin Reiersen  
Employee

  
Charles M. Futrell  
City Manager

Attest   
Donesia Gause  
City Clerk

Approved as to Form:

  
Phaedra A. Norton  
City Attorney

CAO TEMPLATE  
2/22/22 sw TEMPLATES-16

EXHIBIT A  
Classification Specification Job Code #8154

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