

COPY

EMPLOYMENT AGREEMENT

Community and Economic Development Director (Non-Classified)

THIS AGREEMENT is made and entered into this 28<sup>th</sup> day of January, 2019, 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 DAVID WELCH, 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 Community and Economic Development Director; and

WHEREAS, Employee desires to serve in the capacity of the Community and Economic Development Director; and

WHEREAS, Employee understands, acknowledges and agrees that the position of Community and Economic Development 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 Community and Economic Development 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 which City shall receive and retain the services of Employee and to provide for terminating

1 Employee's services at such time as the City Manager may desire to terminate Employee.

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

4 SECTION 1. DUTIES.

5 The City Manager hereby agrees to employ Employee as Community and Economic  
6 Development Director to perform the functions and duties as specified in the classification  
7 specification Job Code #7976, attached hereto as Exhibit "A" and made a part hereof.

8 SECTION 2. TERM.

9 A. Effective January 25, 2019, Employee agrees to fulfill the functions and duties of  
10 Community and Economic Development Director of the City of Riverside.

11 B. Services provided by Employee shall commence on January 25, 2019, and shall  
12 continue upon such terms and conditions as set forth herein and as may be mutually negotiated  
13 by amendment to this Agreement.

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

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

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

25 SECTION 3. TERMINATION/MODIFICATION.

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

1 notice to Employee as to the effective date of said termination.

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

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

20 D. In the event Employee desires to terminate this Agreement during such time as  
21 the City Manager desires Employee to continue in the capacity of Community and Economic  
22 Development Director, then, in that event, Employee agrees to provide the City Manager with  
23 two (2) weeks prior written notice of said termination.

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

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

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

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

10 SECTION 4. SALARY.

11 City agrees to pay Employee pursuant to the salary range of the classification  
12 "Community and Economic Development Director" as set forth in Riverside City Council  
13 Resolution No. 21052 as the same now exists or may hereafter be amended. Effective January  
14 25, 2019, Employee shall receive an annual salary of *One Hundred Seventy Thousand, Four*  
15 *Hundred Sixty Five Dollars* (\$170,465.00) payable in the same manner and time as are all other  
16 employees of City.

17 SECTION 5. FRINGE BENEFITS.

18 A. Effective January 25, 2019, Employee shall accrue vacation leave at the rate of  
19 7.70 hours per pay period as said pay periods are established by City.

20 B. Effective January 25, 2019, Employee shall accrue sick leave at the rate of 3.70  
21 hours per pay period as said pay periods are established by City.

22 C. All actions taken by City relating to fringe benefits as hereinafter defined shall be  
23 considered actions including and applying to Employee. The term "fringe benefits", as used  
24 herein are set forth in City's Personnel Policy and Procedure Manual and the Fringe Benefits and  
25 Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and include  
26 vacation and sick leave, holidays, retirement (PERS) benefits and payments, health, dental and  
27 life insurance, and deferred compensation. In addition, City shall make available a long-term  
28 disability insurance plan for Employee, as the same is provided to other City employees in the

1 executive management ranges.

2 D. Employee understands, acknowledges and agrees that the position of Community  
3 and Economic Development Director is commensurate with an exempt employee under the Fair  
4 Labor Standards Act, and shall not be entitled to receive any overtime pay, compensatory time,  
5 or other premium pay or compensation, except as may be provided by the above-cited Personnel  
6 Policy.

7 SECTION 6. AUTOMOBILE ALLOWANCE/PARKING

8 Employee shall receive an automobile allowance of *Three Hundred Fifty Dollars*  
9 (\$350.00) per month or as may be modified in the future. Employer shall also provide parking at  
10 no cost to Employee.

11 SECTION 7. 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 8. OTHER TERMS AND CONDITIONS.

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

23 SECTION 9. NOTICES.

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

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other party.

SECTION 10. 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, religious creed, national origin, ancestry, age, physical disability, mental disability, disability including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex, sexual orientation or military or veterans status.

SECTION 11. ENTIRE AGREEMENT.

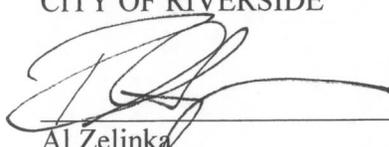
This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement supersedes all prior oral or written agreements about the nature of the employment relationship between the City and Employee.

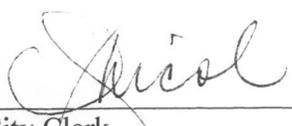
SECTION 12. ASSIGNMENT.

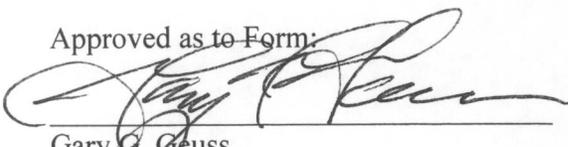
THIS AGREEMENT is not assignable by either City or Employee.

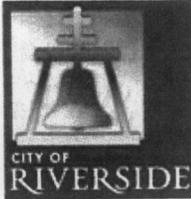
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

"EMPLOYEE"  
  
\_\_\_\_\_  
David Welch

CITY OF RIVERSIDE  
  
\_\_\_\_\_  
Al Zelinka  
City Manager

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

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



**Community and Economic Development  
Director (Non-Classified)**

Class Code:  
7976

Bargaining Unit: Executive

*City of Arts & Innovation*

CITY OF RIVERSIDE

Revision Date: Sep 22, 2015

**DEFINITION:**

Under executive direction of the City Manager, to plan, direct, manager and oversee the activities and operations of the Planning, Code Enforcement, and Building and Safety functions, Real Property, Housing and Neighborhood, and successor agency; to coordinate assigned activities with other City Departments and outside agencies; and to do related work as required.

**DISTINGUISHING CHARACTERISTICS:**

The incumbent is expected to exercise independent judgment and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager. The incumbent may serve as the City Planner. The incumbent also functions as a member of the City's executive management team and participates actively in addressing issues of concern to the Department and the City.

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 the Assistant City Manager. Exercises administrative direction over professional, para-professional, technical 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 community development activities through appropriate organizational and management practices including current and advanced planning, zoning annexations, code enforcement and building inspection, real property, housing and neighborhood and successor agency; recommend and administer policies and procedures.
- Plan, recommend and direct implementation of policies and strategies for the growth and development of the community.
- Assess administrative support systems and coordinate with the Chief Information Officer to translate needs to automated systems where appropriate and necessary.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.
- Manage and participate in the development and administration of the Department's budget; forecast the needs additional funds for staffing, equipment, materials and supplies; direct the

monitoring of and approval for expenditures; direct the preparation of and implement budgetary adjustments are necessary.

- Serve as an advisor to the City Council, City Manager and appointed boards, commissions, administrative committees and citizen's committees on community development matters and explain new and revised programs to the City Council, professional and citizen groups.
- Act in the capacity of Planning Director in meetings of the Planning Commission.
- Plan, direct and coordinate the Community Development Department's work plan; meet with management staff to identify and resolve problems; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures.
- Coordinate Community Development Department activities with those of other departments and outside agencies, organizations and residents.
- Conduct a variety of organizational studies, investigations and operational studies; recommend modifications to Community Development programs, policies and procedures as appropriate.
- Select, supervise, train and evaluate professional, para-professional, technical and administrative support staff.

### **KNOWLEDGE, SKILLS & ABILITIES:**

#### **Knowledge of:**

- Operational characteristics, services and activities of a comprehensive planning program including current and advanced planning, zoning annexations, code enforcement and building and safety inspection programs.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and practices.
- Advanced principles and practices of municipal budget preparation and administration.
- Customer service techniques and principles.
- Principles of supervision, training and performance evaluation.
- Goals and procedures of urban renewal and redevelopment programs.
- Federal, State, and local laws regarding community development programs
- Redevelopment laws and principles of development deals and agreements.

#### **Ability to:**

- Plan, organize, direct and coordinate the work of professional, para-professional, technical and administrative support staff.
- Project consequences of proposed actions and implement recommendations in support of goals.
- Identify and respond to community and City Council issues, concerns and needs.
- Communicate clearly and concisely, orally and in writing.
- Work effectively and develop positive relationships with a diverse population and cultures.
- Generate new and creative ideas as a result to visionary and strategic thinking.

### **MINIMUM QUALIFICATIONS:**

#### **Recruitment Guidelines:**

Education: Equivalent to a Bachelor's Degree from an accredited college or university with major course work in urban planning, public or business administration or a closely related field. A Master's Degree is highly desirable.

Experience: Ten years of progressively responsible administrative and supervisory management experience in community development, urban planning, redevelopment or a closely related field.

### **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: Community and Economic Development Director

To: Assistant City Manager