

EMPLOYMENT AGREEMENT

Chief Financial Officer/City Treasurer (Non-Classified)

THIS AGREEMENT is made and entered into this 13th day of December, 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 Charter City and municipal corporation of the State of California, hereinafter referred to as "CITY", and EDWARD ENRIQUEZ, 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 Chief Financial Officer/City Treasurer; and

WHEREAS, Employee desires to serve in the capacity of the Chief Financial Officer/City Treasurer; and

WHEREAS, Employee understands, acknowledges and agrees that the position of Chief Financial Officer/City Treasurer 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:

1 SECTION 1. DUTIES.

2 The City Manager hereby agrees to employ Employee as Chief Financial Officer/City  
3 Treasurer to perform the functions and duties as specified in the classification specification Job  
4 Code #8330, attached hereto as Exhibit "A" and made a part hereof.

5 SECTION 2. TERM.

6 A. Effective December 14, 2018, Employee agrees to fulfill the functions and duties  
7 of Chief Financial Officer/City Treasurer of the City of Riverside.

8 B. Services provided by Employee shall commence on December 14, 2018, and shall  
9 continue upon such terms and conditions as set forth herein and as may be mutually negotiated  
10 by amendment to this Agreement.

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

14 D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right  
15 of Employee to resign at any time from the position as Chief Financial Officer/City Treasurer,  
16 subject only to the provisions set forth in Section 3., below.

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

22 SECTION 3. TERMINATION/MODIFICATION.

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

27 B. In the event this Agreement is terminated, Employee agrees to immediately  
28 surrender the position of Chief Financial Officer/City Treasurer; any and all writings containing

1 information relating to the conduct of the City's business prepared, owned, used or retained by  
2 Employee regardless of physical form or characteristics; and any and all equipment, tools, or  
3 other materials of whatever nature provided to Employee by City in Employee's capacity of  
4 Chief Financial Officer/City Treasurer. Employee shall be entitled to receive payment for all  
5 hours worked, any holiday pay due and owing, all vacation hours accrued to the date of  
6 termination and any deferred compensation contributions made by Employee (including  
7 contributions by the employer on behalf of the Employee).

8 C. In the event Employee desires to terminate this Agreement during such time as  
9 the City Manager desires Employee to continue in the capacity of Chief Financial Officer/City  
10 Treasurer, then, in that event, Employee agrees to provide the City Manager with two (2) weeks  
11 prior written notice of said termination.

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

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

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

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

26 SECTION 4. SALARY.

27 A. City agrees to pay Employee pursuant to the salary range of the classification  
28 "Chief Financial Officer/City Treasurer" as set forth in Riverside City Council Resolution No.

1 21052 as the same now exists or may hereafter be amended. Effective December 14, 2018,  
2 Employee shall receive an annual salary of *One Hundred Ninety Three Thousand, Three*  
3 *Hundred Sixty Three Dollars* (\$193,363.00) payable in the same manner and time as are all other  
4 employees of City.

5 SECTION 5. FRINGE BENEFITS.

6 A. Effective December 14, 2018, Employee shall accrue vacation leave at the rate of  
7 7.70 hours per pay period as said pay periods are established by City.

8 B. Effective December 14, 2018, Employee shall accrue sick leave at the rate of 3.70  
9 hours per pay period as said pay periods are established by City.

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

18 D. Employee understands, acknowledges and agrees that the position of Chief  
19 Financial Officer/City Treasurer is commensurate with an exempt employee under the Fair Labor  
20 Standards Act, and shall not be entitled to receive any overtime pay, compensatory time, or other  
21 premium pay or compensation, except as may be provided by the above-cited Personnel Policy.

22 SECTION 6. PERFORMANCE EVALUATION.

23 The City Manager may evaluate Employee's performance after the first six (6) months  
24 and thereafter on or about the anniversary date of the effective date of this Agreement. Every  
25 year the City Manager and Employee may, in addition, set goals and objectives for the ensuing  
26 year.

27 SECTION 7. AUTOMOBILE ALLOWANCE/PARKING

28 Employee shall receive an automobile allowance of *Three Hundred Fifty Dollars*

1 (\$350.00) per month or as may be modified in the future. Employer shall also provide parking at  
2 no cost to Employee.

3 SECTION 8. OTHER TERMS AND CONDITIONS.

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

11 SECTION 9. NOTICES.

12 Notices pursuant to this Agreement shall be in writing and shall be personally served,  
13 given by mail or by overnight delivery. Any notice given by mail shall be deemed given when  
14 deposited in the United States Mail, certified and postage prepaid, addressed to the respective  
15 parties at 3900 Main Street, Riverside, California 92522, or such other address as may be given,  
16 in writing, to the other party.

17 SECTION 10. NONDISCRIMINATION.

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

23 SECTION 11. ENTIRE AGREEMENT.

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

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SECTION 12. ASSIGNMENT.

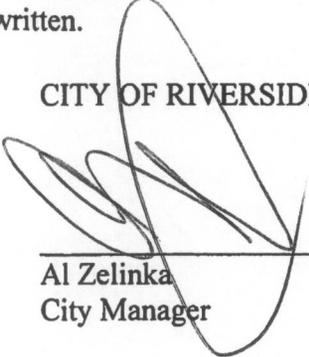
THIS AGREEMENT is not assignable by either City or Employee.

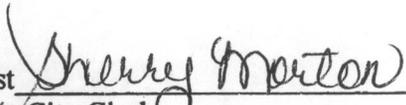
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

“EMPLOYEE”

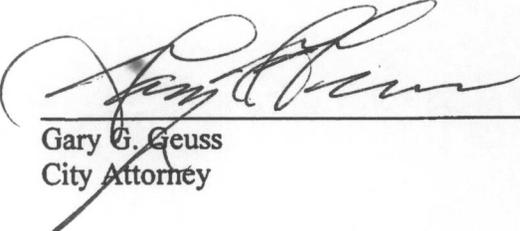
CITY OF RIVERSIDE

  
\_\_\_\_\_  
Edward Enriquez

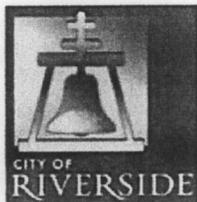
  
\_\_\_\_\_  
Al Zelinka  
City Manager

Attest   
\_\_\_\_\_  
Sherry Morton  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Gary G. Geuss  
City Attorney

[04-1355.724]



**Chief Financial Officer/City Treasurer  
(Non-Classified)**

Class Code:  
8330

Bargaining Unit: Executive

*City of Arts & Innovation*

CITY OF RIVERSIDE

Revision Date: Aug 9, 2016

**DEFINITION:**

Under executive direction, to plan, organize, manage and direct centralized accounting and financial administration programs; to provide administrative direction to other centralized services such as purchasing, risk management, budget and program analyses; may serve as City Controller and City Treasurer; and to do related work as required.

**DISTINGUISHING CHARACTERISTICS:**

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 Assistant City Manager. Exercises general direction over professional, paraprofessional and administrative support staff.

**Reports To:** Assistant City Manager

**EXAMPLES OF DUTIES:**

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

- Develop and implement goals, objectives, policies and priorities.
- Direct the general accounting activities of the municipality including the maintenance of general ledgers and related subsidiary records.
- Prepare financial reports reflecting the financial status of the various departments of the municipality including redevelopment, housing, parking, grants, public utilities, and others as appropriate.
- Develop and maintain internal accounting controls.
- Plan, develop, implement and administer the cash management and investment program.
- Administer the City's insurance program, business license program and centralized purchasing.
- Assist the City Manager in preparation of the annual operating capital improvement budget.
- Forecast City revenues, expenditures and year-end balances.
- Coordinate and conduct municipal bond sales.
- Respond to requests for information, reports or action from the City Manager, City Council, Department Heads, news media and citizens regarding fiscal matters.
- Prepare special financial reports, studies and analyses.

**EXHIBIT A**

- Direct preparation of the annual financial report, State Controller report and other reports required by law.
- Coordinate Finance Department activities with the City Manager's office, other City departments and outside agencies.
- Supervise, train and evaluate subordinate professional and administrative support staff.
- Perform other related duties as assigned.

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

#### **Knowledge of:**

- Principles, practices and methods of modern accounting and auditing.
- Principles and practices of financial administration including budgeting and reporting.
- Modern office practices, procedures, methods and equipment.
- Modern principles and practices in purchasing and stores, treasury management, and risk management.
- Application of data processing in the maintenance of accounting records and financial administration.
- Municipal debt administration. • Budget preparation, program analyses and revenue forecasting.
- Principles and practices of organization, administration, budget and personnel management.

#### **Ability to:**

- Develop, revise and install accounting systems and procedures.
- Prepare varied financial statements, reports and analyses.
- Plan, organize, supervise and review large complex operations as they relate to accounting, finance, treasury and budgeting activities.
- Communicate clearly and concisely, orally and in writing.
- Analyze a variety of administrative and financial problems and develop effective solutions.

### **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 Bachelor's Degree from an accredited college or university with major course work in finance, accounting, business administration, economics or closely related field.

Experience: Ten years' progressively responsible administrative and management experience in accounting and financial work.

### **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:** Chief Financial Officer/City Treasurer  
**To:** Assistant City Manager