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EMPLOYMENT AGREEMENT

CITY CLERK

(Non-Classified)

THIS AGREEMENT is made and entered into this 12th day of April, 2021, by and between the CITY COUNCIL OF THE CITY OF RIVERSIDE, hereinafter referred to as "CITY COUNCIL", on behalf of the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "CITY", and DONESIA GAUSE-ALDANA, 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:

(H) persons appointed by the City Council. . ."; and

WHEREAS, the City Council desires to employ Employee as City Clerk; and

WHEREAS, Employee desires to serve in the capacity of City Clerk; and

WHEREAS, Employee understands, acknowledges and agrees that the position of City Clerk 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 City Clerk, 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 Council; 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 Council may desire to terminate Employee.

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

3 **SECTION 1. DUTIES.**

4 The City Council hereby agrees to employ the Employee as the City Clerk of the City of
5 Riverside to perform the functions and duties of the City Clerk as specified in the Charter and to
6 perform other legally permissible and proper duties and functions consistent with the office of
7 the City Clerk, as the City Council shall from time to time assign. Employee shall also serve as
8 Clerk of the Board/Secretary to the City's various Authorities currently in existence or as
9 subsequently created by the City Council, and all functions and duties as specified in the
10 classification specification Job Code #9720, attached hereto as Exhibit "A" and made a part
11 hereof.

12 **SECTION 2. TERM.**

13 A. Effective April 12, 2021, Employee agrees to fulfill the functions and duties of
14 City Clerk of the City of Riverside. and shall remain in effect for a period of three (3) years,
15 unless otherwise terminated pursuant to the provisions stated herein. At the end of the initial
16 term, this Agreement may be extended upon mutual agreement of the parties. During the term of
17 this Agreement, the Employee shall be a full-time City Clerk.

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

21 C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right
22 of Employee to resign at any time from the position as City Clerk, subject only to the provisions
23 set forth in Section 3 below.

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

1 **SECTION 3. TERMINATION/MODIFICATION.**

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

6 B. In the event this Agreement is terminated, Employee agrees to immediately
7 surrender the position of City Clerk, any and all writings containing information relating to the
8 conduct of the City's business prepared, owned, used or retained by Employee regardless of
9 physical form or characteristics, and any and all equipment, tools, or other materials of whatever
10 nature provided to Employee by City in Employee's capacity of City Clerk. Employee shall be
11 entitled to receive payment for all hours worked, any holiday pay due and owing, all vacation
12 hours accrued to the date of termination and any deferred compensation contributions made by
13 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 Council desires Employee to continue in the capacity of City Clerk, then, in that event,
25 Employee agrees to provide the City Council with two (2) weeks prior written notice of said
26 termination.

27 E. In the event City Council 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 Council agrees to provide Employee with severance pay representing one (1)
2 month's salary (exclusive of fringe benefits) for each year of service to the City up to a
3 maximum of six (6) month's salary.

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

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

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

13 **SECTION 4. SALARY.**

14 City agrees to pay Employee pursuant to the salary range of the classification
15 "City Clerk" as set forth in Riverside City Council Resolution No. 21052 as the same now exists
16 or may hereafter be amended. Effective April 12, 2021, Employee shall receive an annual salary
17 of *One Hundred Eighty Thousand Dollars* (\$180,000.00), payable in the same manner and time
18 as are all other employees of City.

19 **SECTION 5. FRINGE BENEFITS.**

20 A. Effective April 12, 2021, Employee shall accrue vacation leave at the rate of 7.70
21 hours per pay period (200 hours annually) as said pay periods are established by City.

22 B. Effective April 12, 2021, Employee shall accrue sick leave at the rate of 3.70
23 hours per pay period as said pay periods are established by City.

24 C. Employee will receive forty-eight (48) hours of administrative leave per year.
25 Administrative leave must be used by June 30th of each year, which is the end of each fiscal year.
26 There shall be no carryover of any administrative leave.

27 D. All actions taken by City relating to fringe benefits as hereinafter defined shall be
28 considered actions including and applying to Employee. The term "fringe benefits", as used

1 herein are set forth in City's Personnel Policy and Procedure Manual and the Fringe Benefits and
2 Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and include
3 vacation and sick leave, holidays, retirement (PERS) benefits and payments, health, dental and
4 life insurance, and deferred compensation. In addition, City shall make available a long-term
5 disability insurance plan for Employee, as the same is provided to other City employees in the
6 Executive Group.

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

11 **SECTION 6. AUTOMOBILE ALLOWANCE.**

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

14 **SECTION 7. PERFORMANCE EVALUATION.**

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

18 **SECTION 8. OTHER TERMS AND CONDITIONS.**

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

25 **SECTION 9. NOTICES.**

26 Notices pursuant to this Agreement shall be in writing and shall be personally served,
27 given by mail or by overnight delivery. Any notice given by mail shall be deemed given when
28 deposited in the United States Mail, certified and postage prepaid, addressed to the City at 3900

1 Main Street, Riverside, California 92522, and the Employee at the address then currently on file
2 with the Human Resources Department, or such other address as may be given, in writing, to the
3 other party.

4 **SECTION 10. NONDISCRIMINATION.**

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

12 **SECTION 11. ENTIRE AGREEMENT.**

13 This Agreement contains the entire agreement between the parties hereto. No
14 promise, representation, warranty or covenant not included in this Agreement has been or is
15 relied on by any party hereto. No promise, representation, warranty or covenant not included in
16 this Agreement has been or is relied on by any party thereto. If any provision or any portion
17 hereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or
18 portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and
19 effect. This Agreement may only be amended in writing and duly execute by both parties.

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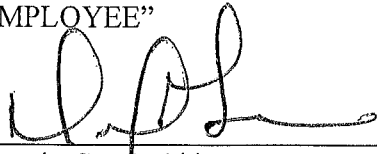
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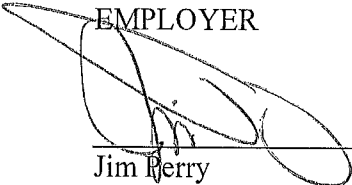
SECTION 12. ASSIGNMENT.

THIS AGREEMENT is not assignable by either City or Employee.

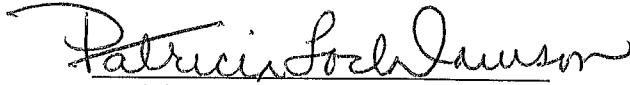
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

"EMPLOYEE"



Donesia Gause-Aldana

EMPLOYER


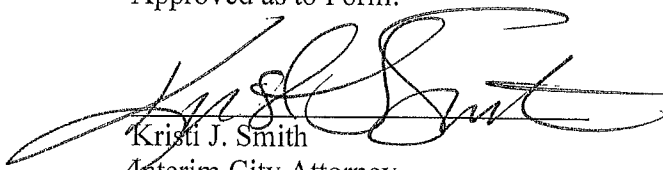
Jim Berry
Mayor Pro Tem



Patricia Lock Dawson
Mayor

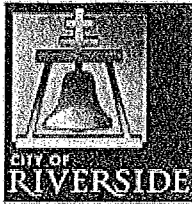
Attest 

Eva Arseo Eva Arseo
Interim City Clerk

Approved as to Form:


Kristi J. Smith
Interim City Attorney

[04-1355.774]

**City Clerk**Class Code:
9720

Bargaining Unit: Executive

City of Arts & Innovation

CITY OF RIVERSIDE

Revision Date: Nov 12, 2020

DEFINITION:

Under general direction of the City Council, to plan, direct, supervise, and coordinate all activities of the City Clerk's Office relating to City Council legislative support, City elections, board and commission recruitment, passport processing and public records in accordance with applicable laws, codes, policies, and procedures; and to do related work as required.

DISTINGUISHING CHARACTERISTICS:

This is the executive level classification in the City Clerk's Office. The incumbent is expected to assume overall responsibility for all facets of municipal City Clerk activities including providing leadership in establishing general direction, goals, and priorities. The incumbent works under City Council direction and exercises independent judgment in the performance of a variety of professional, complex, and difficult duties.

SUPERVISION RECEIVED AND EXERCISED:

Receives general direction from the City Council. Exercises general direction over professional, para-professional and clerical staff.

Reports To: City Council

EXAMPLES OF DUTIES:

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

- Perform statutory and constitutional duties of the City Clerk's Office.

EXHIBIT 'A'

- Serve as Clerk to the City Council.
- Conduct elections for Mayor, City Council, measures, Charter amendments, initiatives, referendums, and recalls.
- Coordinate the preparation and publication of City Council, Boards, Commissions and Standing Committee agendas, public hearings, and supporting material and; chair agenda conference.
- Direct the preparation, publication, distribution, filing, indexing, and safekeeping of City Council and Standing Committee proceedings, minutes, and actions.
- Plan and direct the execution, distribution, and safekeeping of ordinances, resolutions, contracts, and agreements.
- Codify the City Municipal Code; certify City documents; attest to proper execution of all public documents.
- Serve as custodian of the City Seal and official City records; and plan and direct the City's records retention/preservation program in compliance with legal requirements and City policy.
- Oversee the processing of recruitments, appointments, resignations, and term expirations for all official boards, commissions, and committees; administer oaths and affirmations.
- Serve as filing officer and official for state and local campaign statements and conflict of interest codes of the City Council advisory bodies and all designated employees under the Political Reform Act.
- Receive and process petitions, claims against the City, and lawsuits.
- Oversee Passport Acceptance Facility and operations to ensure compliance with passport processing.
- Analyze, review, and make recommendations regarding office procedures.
- Provide administrative and policy support to Board of Ethics.
- Prepare, administer, and control department budget.
- Coordinate City Clerk activities with other City departments, divisions, and outside agencies.
- Select, supervise, train, and evaluate assigned staff.

KNOWLEDGE, SKILLS & ABILITIES:

Knowledge of:

- Federal, state, and local government organization.
- Principles and practices of management, administration, and budgetary systems and procedures.
- Applicable federal, state, and municipal laws and procedures; election laws and procedures; Brown Act and City open meeting procedures; and Political Reform Act requirements.
- Administrative management including records management, records retention, and preservation procedures.
- Principles of supervision, training, and performance evaluation.

Ability to:

- Organize, assign, and schedule work to accomplish goals within required time frames.
- Provide effective customer service to those using the services of the City Clerk's Office.

- Establish and maintain cooperative working relationships with a variety of residents, public and private organizations, commissions/committees, Mayor, City Council, and City staff.
- Provide information and organize material in conformance with laws, regulations, and policies.
- Communicate clearly and concisely, orally and in writing.
- Analyze and interpret complex legal documents, contracts, administrative procedures, policies, and regulations.
- Exercise sound, independent judgment within general policy guidelines.
- Work necessary hours and times to accomplish goals, objectives, and required tasks.
- Select, supervise, train, and evaluate assigned staff.

MINIMUM QUALIFICATIONS:**Recruitment Guidelines:**

Education: The equivalent to a Bachelor's Degree from an accredited college or university with major work in public or business administration or a closely related field.

Experience: Five years of responsible experience involving the administration of a City Clerk's office including at least three years of supervisory experience as a Deputy City Clerk or Assistant City Clerk. Prior administrative experience as a Deputy or Assistant City Clerk in a large municipality is highly desirable.

SUPPLEMENTAL INFORMATION:

Medical Category: Group 1

Necessary Special Requirements

- Possession of an appropriate, valid class "C" California Motor Vehicle Operator's License.
- Possession of a valid Certified Municipal Clerk (CMC) Certificate.
- Possession of valid Master Municipal Clerk (MMC) Certificate upon employment or within two years.

Career Advancement Opportunities

From: City Clerk

To: Assistant City Manager