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EMPLOYMENT AGREEMENT
Housing and Human Services Director

(Non-Classified)

THIS AGREEMENT is made and entered into this 13th day of October, 2023, 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 MICHELLE DAVIS, 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 HOUSING AND HUMAN SERVICES DIRECTOR; and

WHEREAS, Employee desires to serve in the capacity of HOUSING AND HUMAN SERVICES DIRECTOR; and

WHEREAS, Employee understands, acknowledges and agrees that the position of HOUSING AND HUMAN SERVICES 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 HOUSING AND HUMAN SERVICES 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 HOUSING AND HUMAN
8 SERVICES DIRECTOR to perform the functions and duties as specified in the classification
9 specification Job Code #8330, attached hereto as Exhibit "A" and made a part hereof.

10 **SECTION 2. TERM.**

11 A. Effective September 15, 2023, Employee agrees to fulfill the functions and duties
12 of HOUSING AND HUMAN SERVICES DIRECTOR of the City of Riverside.

13 B. Services provided by Employee shall commence on September 15, 2023, and
14 shall continue upon such terms and conditions as set forth herein and as may be mutually
15 negotiated by amendment to this Agreement.

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

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

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

27 **SECTION 3. TERMINATION/MODIFICATION.**

28 A. Employee understands, acknowledges, and agrees that pursuant to Section 2.C.,

1 above, the City Manager may terminate this Agreement at any time with or without cause or
2 advance notice by the City Manager. The City Manager shall only be required to provide written
3 notice to Employee as to the effective date of said termination.

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

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

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

26 E. In the event City Manager desires to terminate this Agreement during which time
27 Employee is ready, willing and able to perform the functions and duties set forth herein, then in
28 that event, City Manager agrees to Pay Employee, in addition to any other amount that may be

1 due at the time of termination of this Agreement, a lump sum cash payment equal to six (6)
2 months of Employee's then current aggregate salary.

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

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

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

12 **SECTION 4. SALARY.**

13 City agrees to pay Employee pursuant to the salary range of the classification
14 "HOUSING AND HUMAN SERVICES DIRECTOR" as set forth in Riverside City Council
15 Resolution No. 21052 as the same now exists or may hereafter be amended. Effective
16 September 15, 2023, Employee shall receive an annual salary of *Two-Hundred Thirty Nine*
17 *Thousand Two-Hundred Dollars* (\$239,200.00), payable in the same manner and time as are all
18 other employees of City.

19 **SECTION 5. FRINGE BENEFITS.**

20 A. Effective September 15, 2023, Employee shall accrue vacation leave at the rate of
21 7.69 hours per pay period (200 hours annually) as said pay periods are established by City.

22 B. Effective September 15, 2023, 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. All actions taken by City relating to fringe benefits as hereinafter defined shall be
25 considered actions including and applying to Employee. The term "fringe benefits", as used
26 herein are set forth in City's Personnel Policy and Procedure Manual and the Fringe Benefits and
27 Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and include
28 vacation and sick leave, holidays, retirement (PERS) benefits and payments, health, dental and

1 life insurance, and deferred compensation. In addition, City shall make available a long-term
2 disability insurance plan for Employee, as the same is provided to other City employees in the
3 classified management ranges.

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

9 **SECTION 6. PERFORMANCE EVALUATION.**

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

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

14 Employee shall receive an automobile allowance of *Three Hundred Fifty Dollars*
15 (\$350.00) per month or as may be modified in the future. Employer shall also provide parking at
16 no cost to Employee.

17 **SECTION 8. WORK LIFE BALANCE.**

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

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

26 The City Manager, in consultation with Employee, may fix such other terms and
27 conditions of employment as they may determine from time to time, relating to the duties and
28 performance of Employee, provided such terms and conditions are not inconsistent with or in

1 conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law,
2 ordinance, resolution or regulation. The City Manager can exercise his/her discretion in
3 imposing discipline short of termination when, in his/her sole discretion, he/she deems it
4 appropriate.

5 **SECTION 10. NOTICES.**

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

12 **SECTION 11. NONDISCRIMINATION.**

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

20 **SECTION 12. ENTIRE AGREEMENT.**

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

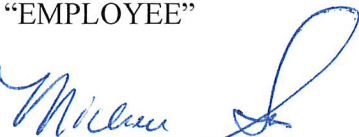
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SECTION 13. ASSIGNMENT.

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”


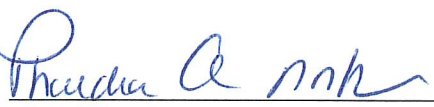
Michelle Davis
Employee

CITY OF RIVERSIDE


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 #8166

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Housing and Human Services Director (Non-Classified)

Class Code:
8166

Bargaining Unit: Executive

City of Arts & Innovation

CITY OF RIVERSIDE
Established Date: Sep 12, 2023
Revision Date: Sep 12, 2023

DEFINITION:

Under executive direction of the City Manager, to plan, direct, manager and oversee the activities and operations of the Housing Authority, Human Services, Community Development Block Grants, and Outreach Services; 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 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 Housing and Human Services activities through appropriate organizational and management practices including affordable housing developments, human services programming, outreach services, Public Safety and Engagement Team (PSET) Code Enforcement, and Community Development Block Grants (CDBG); recommend and administer policies and procedures.
 - Plan, recommend and direct implementation of policies and strategies for the creation of affordable housing projects and programs, human service programming, outreach services including PSET, federal entitlement grants, and state grants related to housing and homeless programs.
 - 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 workload, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.
 - Ensure compliance with federal entitlement grant regulations, contract specifications, financing requirements and affordable restrictions on public service projects, capital projects, multifamily rental projects and owner-occupied affordable housing projects.
 - 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 affordable housing, human services and homeless related matters and explain new and revised programs to the City Council, professional and citizen groups.
 - Plan, direct and coordinate the Housing and Homelessness 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 the Department of Housing and Human Services 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 affordable housing and homeless related action plans, 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 programs and services to families and individuals; all aimed at ameliorating the causes and effects of poverty, 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 affordable housing, human services and homeless programs.
 - Federal, State, and local laws regarding affordable housing, human services and homeless 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, affordable housing, redevelopment or a closely related field.

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: Department of Housing and Human Services Director
To: Assistant City Manager