

COPY

EMPLOYMENT AGREEMENT

Deputy City Manager (Non-Classified)

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3 THIS AGREEMENT is made and entered into this 27th day of June, 2018, by and
4 between the CITY MANAGER OF THE CITY OF RIVERSIDE, hereinafter referred to as
5 "CITY MANAGER", on behalf of the CITY OF RIVERSIDE, a California charter city and
6 municipal corporation, hereinafter referred to as "CITY", and CARLIE MYERS, hereinafter
7 referred to as "EMPLOYEE", both of whom understand as follows:
8

RECITALS

9
10 WHEREAS, Section 2.36.040 CLASSIFIED SERVICE of the Riverside Municipal Code
11 provides in part that the classified service of City includes all permanent full-time officers and
12 employees except:

13 "C. Persons appointed by the City Manager to the position of Deputy City Manager...";
14 and

15 WHEREAS, the City Manager desires to employ Employee as an Deputy City Manager;
16 and

17 WHEREAS, Employee desires to serve in the capacity of an Deputy City Manager; and

18 WHEREAS, Employee understands, acknowledges and agrees that the position of
19 Deputy City Manager is an at-will position not within the classified service of City; that
20 Employee has no expectation of any vested right in said position; and that in assuming said
21 position Employee shall serve solely at the will and pleasure of the City Manager; and

22 WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by
23 which City shall receive and retain the services of Employee and to provide for terminating
24 Employee's services at such time as the City Manager may desire to terminate Employee.

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

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SECTION 1. DUTIES.

The City Manager hereby agrees to employ Employee as Deputy City Manager to perform the functions and duties as specified in the classification specification Job Code #9780, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. TERM.

A. Effective June 29, 2018, Employee agrees to fulfill the functions and duties of Deputy City Manager of the City.

B. Services provided by Employee shall commence on June 29, 2018, and shall continue upon such terms and conditions as set forth herein and as may be mutually negotiated by amendment to this Agreement.

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

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

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

SECTION 3. TERMINATION/MODIFICATION.

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

B. In the event this Agreement is terminated, Employee agrees to immediately surrender the position of Deputy City Manager; any and all writings containing information

1 relating to the conduct of the City's business prepared, owned, used or retained by Employee
2 regardless of physical form or characteristics; and any and all equipment, tools, or other
3 materials of whatever nature provided to Employee by City in Employee's capacity of Deputy
4 City Manager. Employee shall be entitled to receive payment for all hours worked, any holiday
5 pay due and owing, all vacation hours accrued to the date of termination and any deferred
6 compensation contributions made by Employee (including contributions by the employer on
7 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 Deputy City Manager, then, in
10 that event, Employee agrees to provide the City Manager with two (2) weeks prior written notice
11 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 City shall be fully reimbursed to
24 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 "Deputy City Manager" as set forth in Riverside City Council Resolution No. 21052 as the same

1 now exists or may hereafter be amended. Effective June 29, 2018, Employee shall receive an
2 annual salary of *One Hundred Fifty Thousand Dollars* (\$150,000.00) payable in the same
3 manner and time as are all other employees of City.

4 SECTION 5. FRINGE BENEFITS.

5 A. Effective June 29, 2018, Employee shall accrue vacation leave at the rate of 7.70
6 hours per pay period (200 annual hours) as said pay periods are established by City.

7 B. Effective June 29, 2018, Employee shall accrue sick leave at the rate of 3.70
8 hours per pay period as said pay periods are established by City.

9 C. Employee shall receive forty eight (48) hours of administrative leave per fiscal
10 year, sixteen (16) hours of which will be used to participate in community service activities in
11 Riverside. Administrative leave must be used by June 30th of each year, which is the end of
12 each fiscal year. There shall be no carryover of any administrative leave.

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

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

25 SECTION 6. PERFORMANCE EVALUATION.

26 The City Manager may evaluate Employee's performance after the first six (6) months
27 and annually every July thereafter. Every year the City Manager and Employee may, in addition,
28 set goals and objectives for the ensuing year.

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SECTION 7. AUTOMOBILE ALLOWANCE/PARKING

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

SECTION 8. WORK LIFE BALANCE

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

SECTION 9. OTHER TERMS AND CONDITIONS

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

SECTION 10. NOTICES.

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

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SECTION 11. NONDISCRIMINATION.

Employee agrees that in the performance of Employee's functions and duties, he shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, sexual orientation, or military or veteran's status, or any other legally protected characteristic or status.

SECTION 12. ENTIRE AGREEMENT.

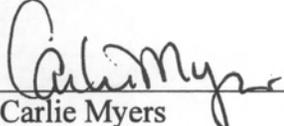
This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

SECTION 13. ASSIGNMENT.

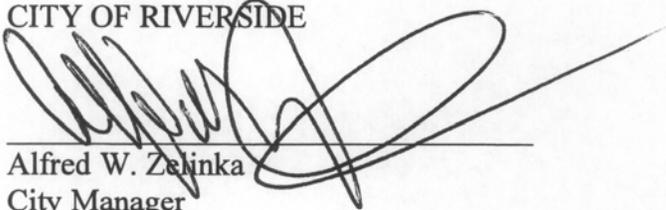
This agreement is not assignable by either City or Employee.

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

"EMPLOYEE"



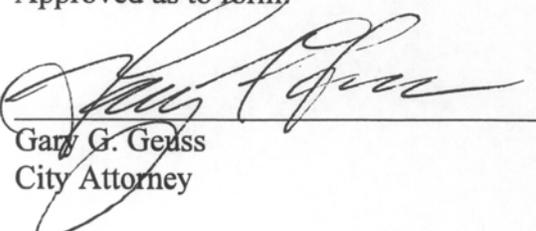
Carlie Myers

CITY OF RIVERSIDE


Alfred W. Zelinka
City Manager

Attest 

Colleen J. Nicol
City Clerk

Approved as to form


Gary G. Geuss
City Attorney

[04-1355.710]

978009/14/10

CITY OF RIVERSIDE
HUMAN RESOURCES DEPARTMENT
CLASSIFICATION SPECIFICATION

TITLE: DEPUTY CITY MANAGER (NON-CLASSIFIED)

DEFINITION

Under general direction, to assist the City Manager with the coordination of the overall administrative activities and operations of the City; to provide professional and technical staff assistance; 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.

REPORTS TO: City Manager

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Assistant City Manager and the City Manager. Exercises general direction over executive, administrative, professional, and clerical staff.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Prepare recommendations and assist in the development of new goals, programs, services, equipment, personnel, policies, and procedures.
- Review department's budget estimates; assist with the development of preliminary and final budgets, and the presentation and justification of the annual and capital improvement budgets to City Council.
- Provide management direction by expediting workflow and assuring achievement of departmental work programs through direct supervision of assigned management team members.
- Confer with members of the public to explain policies and programs.
- Provide highly responsible administrative staff assistance to the City Manager; conduct specific and comprehensive analysis of a wide range of municipal policies involving City organizations, operating procedures, finances and community services.
- Represent the City in the community and at professional meetings as required.
- Respond to citizen complaints and requests for information.
- Assist in the coordination of activities of the City Manager's Office, with City departments and divisions, and with outside agencies.
- Assign, supervise, review, and evaluate assigned professional and technical staff.
- May serve as Director of Arts and Culture, Community Police Review Manager or other special assignment.
- Serve as Assistant City Manager or City Manager, as assigned.

QUALIFICATIONS

Knowledge of:

- Functions, principles, practices, and techniques of public administration.
- Current social, political, economical, and operating problems of municipal government.
- Principles and practices of public administration and program budgeting.
- Research techniques, sources and availability of information, and methods of report presentation.
- Applicable federal, state and local laws, rules, and regulations pertaining to local government operations.

Ability to:

- Administer a variety of City-wide programs, services and budgetary activities.
- Analyze a variety of administrative problems and to make sound policy and procedural recommendations.
- Communicate clearly and concisely, orally and in writing.
- Properly interpret and make decisions in accordance with laws, regulations and policies.
- Prepare complete and accurate reports; present ideas concisely and effectively, orally and in writing.
- Supervise, train, and evaluate work of assigned staff engaged in complex budgetary work and administrative research.

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 work in public administration or a closely related field.

Experience: Six years' progressively responsible experience in an administrative, managerial, or staff capacity in public employment, involving the responsibility for the planning, organization, implementation, and supervision of varied work programs. Alternatively, four years' progressively responsible experience and possession of an equivalent to a Master's Degree from an accredited college or university.

MEDICAL CATEGORY: Group 1

NECESSARY SPECIAL REQUIREMENT

Possession of an appropriate, valid class "C" California Motor Vehicle Operator's License.

CAREER ADVANCEMENT OPPORTUNITIES

FROM: Deputy City Manager

TO: Assistant City Manager