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**EMPLOYMENT AGREEMENT**

**City Clerk**

**(Non-Classified)**

THIS AGREEMENT is made and entered into this 5th day of <sup>September</sup>~~Sep~~, 2023, 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, hereinafter referred to as “EMPLOYEE”, both of whom understand as follows:

**RECITALS**

WHEREAS, the City Council of the City of Riverside (“City Council”), the governing body of the Employer, desires to retain the services of the Employee as the CITY CLERK, as that office has been created in Article VII, Section 700 of the City of Riverside City Charter (“Charter”); and

WHEREAS, it is the desire of the City Council to provide benefits and establish certain terms and conditions of employment.

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

**SECTION 1. DUTIES.**

The City Council hereby agrees to employ Employee as CITY CLERK of the City of Riverside to perform the functions and duties of the CITY CLERK as specified in the Charter and to perform other legally permissible and proper duties and functions consistent with the office of the City Clerk, as the City Council shall from time-to-time assign. Employee shall also serve as Clerk of Board/Secretary to the City’s various Authorities currently in existence or as subsequently created by the City Council, and all functions and duties as specified in the classification specification Job Code #9720, attached hereto as Exhibit “A” and made a part

1 hereof.

2 **SECTION 2. TERM.**

3 A. Effective September 5, 2023, Employee agrees to fulfill the functions and duties  
4 of CITY CLERK of the City of Riverside and shall remain in effect for a period of five (5) years,  
5 unless otherwise terminated pursuant to the provisions stated herein. At the end of the initial  
6 term, this Agreement may be extended upon mutual agreement of the parties. During the term of  
7 this Agreement, the Employee shall be a full-time CITY CLERK.

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

11 C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the  
12 right of Employee to resign at any time from the position as CITY CLERK, subject only to the  
13 provisions set forth in Section 3 below.

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

19 **SECTION 3. TERMINATION/MODIFICATION.**

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

24 B. In the event this Agreement is terminated, Employee agrees to immediately  
25 surrender the position of CITY CLERK, any and all writings containing information relating to  
26 the conduct of the City's business prepared, owned, used or retained by Employee regardless of  
27 physical form or characteristics, and any and all equipment, tools, or other materials of whatever  
28 nature provided to Employee by City in Employee's capacity of CITY CLERK. Employee shall

1 be entitled to receive payment for all hours worked, any holiday pay due and owing, all vacation  
2 hours accrued to the date of termination and any deferred compensation contributions made by  
3 Employee (including contributions by the employer on behalf of the Employee).

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

13 D. In the event Employee desires to terminate this Agreement during such time as  
14 the City Council desires Employee to continue in the capacity of CITY CLERK, then, in that  
15 event, Employee agrees to provide the City Council with two (2) weeks prior written notice of  
16 said termination.

17 E. In the event City Council desires to terminate this Agreement during which time  
18 Employee is ready, willing and able to perform the functions and duties set forth herein, then in  
19 that event, City Council agrees to Pay Employee, in addition to any other amount that may be  
20 due at the time of termination of this Agreement, a lump sum cash payment equal to six (6)  
21 months of Employee's then current aggregate salary.

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

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

27 H. In the event that this Employment Agreement is terminated, any cash settlement  
28 related to the termination that the Employee may receive from City shall be fully reimbursed to

1 City if Employee is convicted of a crime involving an abuse of his or her office or position as  
2 defined in Government Code section 53243.4.

3 I. The Employee shall not be terminated during the 60-day period preceding or  
4 following any City election for membership on the City Council, or during the 60-day period  
5 preceding or following any change of membership of the City Council.

6 **SECTION 4. SALARY.**

7 City agrees to pay Employee pursuant to the salary range of the classification  
8 “CITY CLERK” as set forth in Riverside City Council Resolution No. 21052 as the same now  
9 exists or may hereafter be amended. Effective September 5, 2023, Employee shall receive an  
10 annual salary of *Two Hundred Eight Thousand Three-Hundred Sixty-Eight Dollars* \$208,368.00,  
11 payable in the same manner and time as are all other employees of City.

12 **SECTION 5. FRINGE BENEFITS.**

13 A. Effective September 5, 2023, Employee shall accrue vacation leave at the rate of  
14 7.70 hours per pay period (200 hours annually) as said pay periods are established by City.

15 B. Effective September 5, 2023, Employee shall accrue sick leave at the rate of 3.70  
16 hours per pay period as said pay periods are established by City.

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

25 D. Employee understands, acknowledges, and agrees that the position of CITY  
26 CLERK is commensurate with an exempt employee under the Fair Labor Standards Act, and  
27 shall not be entitled to receive any overtime pay, compensatory time, or other premium pay or  
28 compensation, except as may be provided by the above-cited Personnel Policy.

1           **SECTION 6. AUTOMOBILE ALLOWANCE.**

2           Employee shall receive an automobile allowance of Five Hundred Dollars (\$500) per  
3 month and is entitled to electric charging use for electric or hybrid cars, available at City Hall  
4 parking garage.

5           **SECTION 7. PERFORMANCE EVALUATION.**

6           The City Council will continue to evaluate Employee’s performance annually on or about  
7 July 1. Every year the City Council and Employee may, in addition, set goals and objectives for  
8 the ensuing year.

9           **SECTION 8. DEFERRED COMPENSATION.**

10          The City will make a deferred compensation employer contribution equal to the 457-plan  
11 annual IRS Limit into 401A or 457 plan in lieu of an annual merit increase for the term of this  
12 agreement.

13          The amount of the Employer Contribution to the 401A Defined Contribution Plan or 457  
14 Plan shall be determined for each calendar year based on:

- 15          a) The annual elective deferral limit for governmental 457(b) deferred compensation  
16 plans within the meaning of Section 457(b)(2)(A) of the Internal Revenue code  
17 (“IRC”), as adjusted for the cost-of-living in accordance with Section 457(e)(15) of  
18 the IRC.

19          The amount will be deposited into the 401A Plan or 457 Plan in 24 equal installments  
20 throughout the year.

21 The employer contributions will cease upon termination of the Employee’s employment.

22           **SECTION 9. TUITION REIMBURSEMENT.**

23          The City shall provide Employee with Tuition Reimbursement of *Five Thousand Dollars*  
24 (\$5,000.00) per calendar year not to exceed *Twenty-Five Thousand Dollars* (\$25,000.00) during  
25 the term of this agreement. To be eligible for reimbursement all expenses must be supported by  
26 documentation meeting Employer’s policy requirements and must be submitted within the time  
27 limits established by Employer.

28

1           **SECTION 10. OTHER TERMS AND CONDITIONS.**

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

8           **SECTION 11. NOTICES.**

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

15           **SECTION 12. NONDISCRIMINATION.**

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

23           **SECTION 13. 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.

27           **SECTION 14. ASSIGNMENT.**

28           This agreement is not assignable by either City or Employee.

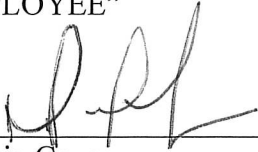
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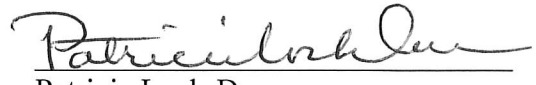
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

“EMPLOYEE”



Donesia Gause  
Employee

CITY OF RIVERSIDE



Patricia Lock-Dawson  
Mayor



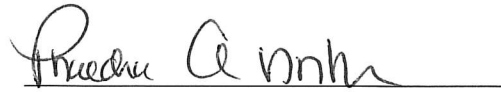
Erin Edwards  
Mayor Pro Tem

Attest



Eva Arseo  
Assistant City Clerk

Approved as to Form:



Phaedra A. Norton  
City Attorney

7/13/23 sw 04-1355.807



Exhibit "A"  
Classification Specification Job Code #9720

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City Clerk  
Bargaining Unit: Executive

Class Code:  
9720

*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.
- 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