EMPLOYMENT AGREEMENT

INTERIM HUMAN RESOURCES DIRECTOR

(Non-Classified)

THIS AGREEMENT is made and entered into this 14 day of Septem, 2026, 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 COLETTE FARNES, 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 INTERIM HUMAN RESOURCES DIRECTOR and

WHEREAS, Employee desires to serve in the capacity of INTERIM HUMAN RESOURCES DIRECTOR; and

WHEREAS, Employee understands, acknowledges and agrees that the position of INTERIM HUMAN RESOURCES 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 INTERIM HUMAN RESOURCES 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

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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 in his/her sole and unfettered discretion may desire to terminate Employee.

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

SECTION 1. DUTIES.

The City Manager hereby agrees to employ Employee as INTERIM HUMAN RESOURCES DIRECTOR to perform the functions and duties as specified in the classification specification Job Code #8740, attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. TERM.

A. Effective September 14, 2026, Employee agrees to fulfill the functions and duties of INTERIM HUMAN RESOURCES DIRECTOR of the City of Riverside.

B. Services provided by Employee shall commence on September 14, 2026 and shall end on September 13, 2027.

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 INTERIM HUMAN RESOURCES DIRECTOR, subject only to the provisions set forth in Section 3 below.

E. Employee agrees to remain in the exclusive employ 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.,

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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 INTERIM HUMAN RESOURCES DIRECTOR, any and all writings containing information relating to the conduct of the City's business prepared, owned, used or retained by Employee regardless of physical form or characteristics, and any and all equipment, tools, or other materials of whatever nature provided to Employee by City in Employee's capacity of INTERIM HUMAN RESOURCES DIRECTOR. Employee shall be entitled to receive payment for all hours worked, any holiday pay due and owing, all vacation hours accrued to the date of termination and any deferred compensation contributions made by Employee (including contributions by the employer on behalf of the Employee).

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

D. In the event City Manager desires to terminate this Agreement during which time Employee is ready, willing and able to perform the functions and duties set forth herein, then in that event, City Manager agrees to pay Employee, in addition to any accrued compensation due at the time of termination of this Agreement, a lump sum cash payment equal to zero dollars ($0).

SECTION 4. <u>SALARY</u>.

City agrees to pay Employee pursuant to the salary range of the classification

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"INTERIM HUMAN RESOURCES DIRECTOR" as set forth in Riverside City Council Resolution No. 21052 as the same now exists or may hereafter be amended. Effective September 14, 2026, Employee shall receive an annual salary of *Three Hundred Eighteen Thousand Four Hundred Fifty Sixt Dollars* ($318,456.00*)*, payable in the same manner and time as are all other employees of City.

SECTION 5. FRINGE BENEFITS.

A. Effective September 14, 2026, Employee shall accrue vacation leave at the rate of 7.70 hours per pay period (200 hours annually) as said pay periods are established by City

B. Effective September 14, 2026, Employee shall accrue sick leave at the rate of 3.70 hours per pay period as said pay periods are established by City.

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

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

SECTION 6. AUTOMOBILE ALLOWANCE/PARKING.

A. Employee shall receive an automobile allowance of *Five Hundred Dollars* ($500.00) per month or as may be modified in the future. Employer shall also provide parking at no cost to Employee

SECTION 7. WORK LIFE BALANCE.

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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 8. 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 9. 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 City at 3900 Main Street, Riverside, California 92522, and the Employee at the address then currently on file with the Human Resources Department, or such other address as may be given, in writing, to the other party.

SECTION 10. NONDISCRIMINATION.

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

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thereto, marital status, gender, gender identity, genetic information, gender expression, sex, sexual orientation or military or veterans status.

SECTION 11. 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.

[signatures on next page]

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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"

Colette Farnes

Colette Farnes
Employee

CITY OF RIVERSIDE

Thomas R. Hatch

Thomas R. Hatch
Interim City Manager

Attest Donesia Gause

Donesia Gause
City Clerk

Approved as to Form:

James Johnson

James Johnson
City Attorney

CAO TEMPLATE
2/22/22 sw TEMPLATES-16

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EXHIBIT A
Classification Specification Job Code #8740

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City of Riverside

Human Resources Director (Non-Classified)

CLASS CODE	8740	**SALARY**	$95.04 - $153.10 Hourly $16,474.00 - $26,538.00 Monthly $197,688.00 - $318,456.00 Annually
BARGAINING UNIT	Executive	**REVISION DATE**	September 21, 2011

Definition

Under executive direction, to plan, organize, and direct all phases of the City's Human Resources Department including: recruitment and selection; classification, compensation, and benefits; labor relations; training; to provide professional and technical staff assistance; and to do related work as required.

Distinguishing Characteristics

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

Positions that are 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 Assistant City Manager. Exercises general direction over professional, para-professional, and clerical 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 and participate in the development and implementation of goals, objectives, policies and procedures.
- Administer and direct a comprehensive Human Resources program.
- Formulate and recommend policies, regulations, and practices for carrying out the program; administer all provisions of the personnel merit system not specifically reserved to the City Manager or department heads.

- Consult with and advise the City Manager, Human Resources Board, and department officials to coordinate the various phases of the policies, practices, ordinances, and resolutions implemented.
- Represent the City in matters of concern to unions and associations representing City employees; act as Chief Negotiator or participate in negotiations during “meet and confer” sessions with various organizations; assist in the administration of the employer-employee relations resolution.
- Direct, coordinate, and supervise the administration of recruitment and selection; classification, compensation, and benefits; labor relations; training, employee performance appraisal, and new employee orientation.
- Prepare and recommend to the City Manager revisions and amendments to ordinances and resolutions relating to human resource matters.
- Direct the conduct of special studies, and preparation of reports, and make recommendations to the City Manager.
- Serve in an advisory capacity to the Human Resources Board; attend meetings of the Board; offer advice and make recommendations.
- Make presentations before the City Council, Human Resources Board, and community organizations.
- Advise employees and department management in matters concerning grievances and assist department management in presentation of grievances before the Human Resources Board.
- Review and analyze reports, legislation, court cases, and related human resource matters.
- Direct the preparation and administration of the department budget.
- Coordinate human resource activities with other City departments and outside agencies.
- Select, train, supervise, and evaluate professional, para-professional, technical, and clerical staff through subordinate staff.

Knowledge, Skills & Abilities

Knowledge of:

- Principles of human resource administration.
- Policies, procedures, ordinances, and resolutions governing City personnel activities, conditions of employment, and employee benefits.
- Advanced research and statistical methods.
- Basic psychometric principles.
- Principles of office organization and management.
- Impact of labor market conditions and socio-economic issues on recruitment and employment.
- Modern office practices, procedures, and equipment, including microcomputers and applicable software applications.
- Principles and practices of budget preparation and administration.
- Principles and practices of supervision and performance appraisal.
- Applicable federal, state, and local laws, regulations, and ordinances.

Ability to:

- Plan, organize, and implement programs and related activities.
- Understand and interpret policies and procedures and explain them to others.
- Compile and maintain complex records, files, and financial information.
- Establish and maintain a variety of personnel and related records requiring confidentiality and security.
- Communicate clearly and concisely, orally and in writing.
- Establish and maintain effective working relationships with persons within and outside of the organization.
- Coordinate and conduct complex, multi-phased projects and programs.

Minimum Qualifications

Education: Equivalent to a Bachelor's degree from an accredited college or university with major study in business or public administration or a closely related field. A Master's degree is highly desirable.

Experience: Seven years of increasingly responsible professional experience in human resources, including three years of supervisory experience.

Supplemental Information

Medical Category: Group 4

Career Advancement Opportunities
From: Human Resources Director
To: Assistant City Manager

Signature: Colette Farnes
Colette Farnes (Sep 14, 2026 10:19:56 PDT)
Email: cfarnes@riversideca.gov

Signature: James Johnson (Sep 14, 2026 11:29:28 PDT)
Email: jajohnson@riversideca.gov

Signature: Thomas R. Hatch
Thomas R. Hatch (Sep 14, 2026 13:05:18 PDT)
Email: thatch@riversideca.gov

Signature:
Email: dgause@riversideca.gov

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Final Audit Report 2026-09-16

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By:	Jason Lappin (jlappin@riversideca.gov)
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Signer Tom Hatch (thatch@riversideca.gov) entered name at signing as Thomas R. Hatch
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Agreement completed.

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