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EMPLOYMENT AGREEMENT

COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR

(Non-Classified)

THIS AGREEMENT is made and entered into this 27th day of December, 2022, 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 JENNIFER LILLEY, 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 Community and Economic Development Director and

WHEREAS, Employee desires to serve in the capacity of Community and Economic Development Director; and

WHEREAS, Employee understands, acknowledges and agrees that the position of Community and Economic Development 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 Community and Economic Development 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

1 WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by
2 which City shall receive and retain the services of Employee and to provide for terminating
3 Employee's services at such time as the City Manager in his/her sole and unfettered discretion
4 may desire to terminate Employee.

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

7 **SECTION 1. DUTIES.**

8 The City Manager hereby agrees to employ Employee as Community and Economic
9 Development Director to perform the functions and duties as specified in the classification
10 specification Job Code #7976, attached hereto as Exhibit "A" and made a part hereof.

11 **SECTION 2. TERM.**

12 A. Effective December 9, 2022, Employee agrees to fulfill the functions and duties
13 of Community and Economic Development Director of the City of Riverside.

14 B. Services provided by Employee shall commence on December 9, 2022 and shall
15 continue upon such terms and conditions as set forth herein and as may be mutually negotiated
16 by amendment to this Agreement.

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

20 D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the
21 right of Employee to resign at any time from the position as Community and Economic
22 Development Director, subject only to the provisions set forth in Section 3 below.

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

28 **SECTION 3. TERMINATION/MODIFICATION.**

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

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

27 E. In the event City Manager 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 Manager agrees to Pay Employee, in addition to any other amount that may be
2 due at the time of termination of this Agreement, a lump sum cash payment equal to one (1)
3 months salary (exclusive of fringe benefits) for each year of service to the City up to a maximum
4 of six (6) month's of Employee's then current aggregate salary.

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

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

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

14 **SECTION 4. SALARY.**

15 City agrees to pay Employee pursuant to the salary range of the classification
16 "Community and Economic Development Director" as set forth in Riverside City Council
17 Resolution No. 21052 as the same now exists or may hereafter be amended. Effective December
18 9, 2022, Employee shall receive an annual salary of *Two Hundred Thirty-Six Thousand Two*
19 *Hundred Fifty Dollars* (\$236,250.00), payable in the same manner and time as are all other
20 employees of City.

21 **SECTION 5. FRINGE BENEFITS.**

22 A. Effective December 9, 2022, Employee shall accrue vacation leave at the rate of
23 7.70 hours per pay period (200 hours annually) as said pay periods are established by City. Upon
24 employment, Employee shall be credited with 80 hours of vacation leave.

25 B. Effective December 9, 2022, Employee shall accrue sick leave at the rate of 3.70
26 hours per pay period as said pay periods are established by City. Upon employment, Employee
27 shall be credited with 40 hours of sick leave.

28

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

9 D. Employee understands, acknowledges, and agrees that the position of Community
10 and Economic Development Director is commensurate with an exempt employee under the Fair
11 Labor Standards Act, and shall not be entitled to receive any overtime pay, compensatory time,
12 or other premium pay or compensation, except as may be provided by the above-cited Personnel
13 Policy.

14 **SECTION 6. AUTOMOBILE ALLOWANCE/PARKING.**

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

18 **SECTION 7. PERFORMANCE EVALUATION.**

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

22 **SECTION 8. WORK LIFE BALANCE.**

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

1 responsibilities and City Council priorities.

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

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

10 **SECTION 10. NOTICES.**

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

17 **SECTION 11. NONDISCRIMINATION.**

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

25 **SECTION 12. ENTIRE AGREEMENT.**

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

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SECTION 13. ASSIGNMENT.

THIS AGREEMENT is not assignable by either City or Employee.

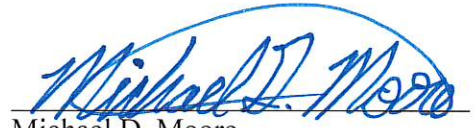
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

“EMPLOYEE”


CITY OF RIVERSIDE




Jennifer Lilley
Employee



Michael D. Moore
Interim City Manager

Attest 

Donesia Gause
City Clerk

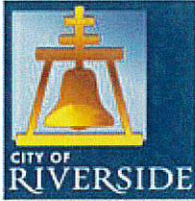
Approved as to Form:


Phaedra A. Norton
City Attorney

CAO TEMPLATE
2/22/22 sw TEMPLATES-16

EXHIBIT A
Classification Specification Job Code #7976

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**Community and Economic Development
Director (Non-Classified)**

Class Code:
7976

Bargaining Unit: Executive

City of Arts & Innovation

CITY OF RIVERSIDE

Revision Date: Sep 22, 2015

DEFINITION:

Under executive direction of the City Manager, to plan, direct, manager and oversee the activities and operations of the Planning, Code Enforcement, and Building and Safety functions, Real Property, Housing and Neighborhood, and successor agency; 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 may serve as the City Planner. 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 community development activities through appropriate organizational and management practices including current and advanced planning, zoning annexations,

- code enforcement and building inspection, real property, housing and neighborhood and successor agency; recommend and administer policies and procedures.
- Plan, recommend and direct implementation of policies and strategies for the growth and development of the community.
 - 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 work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.
 - 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 community development matters and explain new and revised programs to the City Council, professional and citizen groups.
 - Act in the capacity of Planning Director in meetings of the Planning Commission.
 - Plan, direct and coordinate the Community Development Department's 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 Community Development Department 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 Community Development programs, 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 a comprehensive planning program including current and advanced planning, zoning annexations, code enforcement and building and safety inspection 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 urban renewal and redevelopment programs.
- Federal, State, and local laws regarding community development 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, urban planning, redevelopment or a closely related field.

SUPPLEMENTAL INFORMATION:

Medical Category: Group 4

Necessary Special Requirement

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

Career Advancement Opportunities

From: Community and Economic Development Director

To: Assistant City Manager