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**EMPLOYMENT AGREEMENT**

**Public Works Director (Non-Classified)**

THIS AGREEMENT is made and entered into this 10 day of December, 2021, 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 GILBERTO HERNANDEZ, 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 to the position of Public Works Director...”;

and

WHEREAS, the City Manager desires to employ Employee as Public Works Director;

and

WHEREAS, Employee desires to serve in the capacity of Public Works Director; and

WHEREAS, Employee understands, acknowledges and agrees that the position of Public Works 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 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 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 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 Public Works Director to

1 perform the functions and duties as specified in the classification specification Job Code #7400,  
2 attached hereto as Exhibit "A" and incorporated herein by reference.

3 SECTION 2. TERM.

4 A. Effective December 10, 2021, Employee agrees to fulfill the functions and duties  
5 of Public Works Director of the City.

6 B. Services provided by Employee shall commence on December 10, 2021 and shall  
7 continue upon such terms and conditions as set forth herein and as may be mutually negotiated  
8 by amendment to this Agreement.

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

12 D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right  
13 of Employee to resign at any time from the position as Public Works Director, subject only to the  
14 provisions set forth in Section 3. below.

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

20 SECTION 3. TERMINATION/MODIFICATION.

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

25 B. In the event this Agreement is terminated, Employee agrees to immediately  
26 surrender the position of Public Works Director; any and all writings containing information  
27 relating to the conduct of the City's business prepared, owned, used or retained by Employee  
28 regardless of physical form or characteristics; and any and all equipment, tools, or other

1 materials of whatever nature provided to Employee by City in Employee's capacity of Public  
2 Works Director. Employee shall be entitled to receive payment for all hours worked, any  
3 holiday pay due and owing, all vacation hours accrued to the date of termination and any  
4 deferred compensation contributions made by Employee (including contributions by the  
5 employer on behalf of the Employee).

6 C. In the event Employee desires to terminate this Agreement during such time as  
7 the City Manager desires Employee to continue in the capacity of Public Works Director, then,  
8 in that event, Employee agrees to provide the City Manager with two (2) weeks prior written  
9 notice of said termination.

10 D. In the event City Manager desires to terminate this Agreement during which time  
11 Employee is ready, willing and able to perform the functions and duties set forth herein, then in  
12 that event, City Manager agrees to provide Employee with severance pay representing one (1)  
13 month's salary (exclusive of fringe benefits) for each year of service to the City up to a  
14 maximum of six (6) month's salary.

15 E. The City Manager has the right to modify or alter Employee's position, with or  
16 without cause or advance notice, through actions other than termination, such as demotion or  
17 transfer.

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

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

24 SECTION 4. SALARY.

25 A. City agrees to pay Employee pursuant to the salary range of the classification  
26 "Public Works Director" as set forth in Riverside City Council Resolution No. 21052 as the same  
27 now exists or may hereafter be amended. Effective December 10, 2021, Employee shall receive  
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1 an annual salary of *Two Hundred Twenty Five Thousand, Nine Hundred Sixty Dollars*  
2 (\$225,960.00) payable in the same manner and time as are all other employees of City.

3 SECTION 5. FRINGE BENEFITS.

4 A. Effective December 10, 2021, Employee shall accrue vacation leave at the rate of  
5 7.70 hours per pay period (200 annual hours) as said pay periods are established by City.

6 B. Effective December 10, 2021, Employee shall accrue sick leave at the rate of 3.70  
7 hours per pay period as said pay periods are established by City.

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

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

20 SECTION 6. PERFORMANCE EVALUATION.

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

24 SECTION 7. AUTOMOBILE ALLOWANCE/PARKING

25 Employee shall receive an automobile allowance of *Three Hundred Fifty Dollars*  
26 (\$350.00) per month or as may be modified in the future. Employer shall also provide parking at  
27 no cost to Employee.

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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. This Agreement supersedes all other written or oral agreements between the City and Employee.

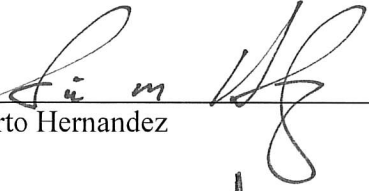
SECTION 13. ASSIGNMENT.

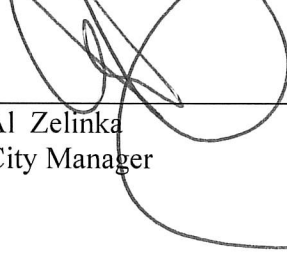
This agreement is not assignable by either City or Employee.

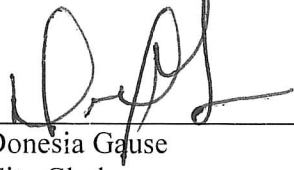
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

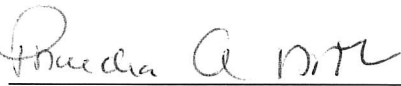
"EMPLOYEE"

CITY OF RIVERSIDE

  
\_\_\_\_\_  
Gilberto Hernandez

  
\_\_\_\_\_  
Al Zelinka  
City Manager

Attest   
\_\_\_\_\_  
Donesia Gause  
City Clerk

Approved as to form:  
  
\_\_\_\_\_  
Phaedra A. Norton  
City Attorney

1           SECTION 8. WORK LIFE BALANCE

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

9           SECTION 9. OTHER TERMS AND CONDITIONS

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

17          SECTION 10. NOTICES.

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

23          SECTION 11. NONDISCRIMINATION.

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