EMPLOYMENT AGREEMENT

PUBLIC WORKS DIRECTOR

(Non-Classified)

THIS AGREEMENT is made and entered into this 6th day of July, 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 NATHAN MUSTAFA, 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 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 Employee understands and agrees that by his/her acceptance of employment in the "at-will" position of PUBLIC WORKS 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 PUBLIC WORKS DIRECTOR to perform the functions and duties as specified in the classification specification Job Code #7400, attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. TERM.

A. Effective May 22, 2026, Employee agrees to fulfill the functions and duties of PUBLIC WORKS DIRECTOR of the City of Riverside.

B. Services provided by Employee shall commence on May 22, 2026 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 PUBLIC WORKS 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.

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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 PUBLIC WORKS 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 PUBLIC WORKS 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 "E" 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 Employee desires to terminate this Agreement during such time as the City Manager desires Employee to continue in the capacity of PUBLIC WORKS DIRECTOR then, in that event, Employee agrees to provide the City Manager with two (2) weeks prior written notice of said termination.

E. 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

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

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

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

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

SECTION 4. SALARY.

City agrees to pay Employee pursuant to the salary range of the classification "PUBLIC WORKS DIRECTOR" as set forth in Riverside City Council Resolution No. 21052 as the same now exists or may hereafter be amended. Effective May 22, 2026, Employee shall receive an annual salary of *Two Hundred Eighty Five Thousand One Hundred Sixty Eight Dollars* ($285,168.00*)*, payable in the same manner and time as are all other employees of City.

SECTION 5. FRINGE BENEFITS.

A. Effective May 22, 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 May 22, 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

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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 PUBLIC WORKS 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.

E. 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. PERFORMANCE EVALUATION.

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

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

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

[signatures on next page]

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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
Nathan Mustafa Employee	Edward Enriquez Acting City Manager
Attest Donesia Gause City Clerk	Approved as to Form: Susan Wilson/for Susan Wilson/for (Jul 2, 2026 17:16:26 PDT) Rebecca McKee-Reimbold Interim City Attorney

CAO TEMPLATE
2/22/22 sw TEMPLATES-16

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EXHIBIT A
Classification Specification Job Code #7400

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City of Riverside

Public Works Director (Non-Classified)

CLASS CODE	7400	**SALARY**	$91.41 - $151.93 Hourly $15,844.00 - $26,335.00 Monthly $190,128.00 - $316,020.00 Annually
BARGAINING UNIT	Executive	**REVISION DATE**	December 12, 2011

Definition

Under executive direction, to plan, direct and review the activities of the divisions comprising the Public Works Department; to provide professional and technical staff assistance; to perform the statutory duties of City Engineer; and to do related work as required.

Distinguishing Characteristics

This is the executive level classification in the Public Works Department. 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 Assistant City Manager. Exercises managerial direction over executive, administrative, professional, 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 and participate in the development and implementation of the City’s goals, objectives, policies and procedures.
- Plan, direct, and review all public works engineering activities including all phases of design, surveying and inspection.
- Plan, direct, and review transportation and traffic engineering activities.
- Confer with and advise supervisory assistants on problems related to the design and construction of public works systems, the interpretation and enforcement of construction specifications, and the design and operation of traffic systems.
- Review plans, engineering reports, budget estimates and proposed ordinances submitted by division heads.

- Review and sign plans for public works improvements.
- Act as technical advisor to the City Manager and City Council on public works, engineering and traffic matters.
- Supervise and participate in the preparation of the capital improvement program and budget.
- Respond to and resolve difficult citizen inquiries and complaints.
- Select and direct professional engineering consultants.
- Supervise and participate in the preparation and management of the department budget.
- Coordinate public works activities with other City departments and with outside agencies.
- Select, supervise, train and evaluate professional, technical and administrative support subordinates.

Knowledge, Skills & Abilities

Knowledge of:

- State of California engineering and administration principles and practices as applied to the design and construction of public works facilities and technical inspection services.
- Methods, materials and techniques employed in public works construction.
- Principles and practices of strategic management and planning.
- Recent developments, current literature and sources of information in municipal public works administration in the State of California.
- Principles of organization, management, budget, and personnel management.
- Various financing mechanisms for enterprise operations and rate setting principles.

Ability to:

- Organize, direct, and coordinate the activities of a moderately large department in a manner conducive to full performance and high morale.
- Work effectively and develop positive relationships with a diverse population and cultures.
- Delegate authority and responsibility; schedule and program work on a long-term basis.
- Communicate clearly and concisely, orally and in writing.
- Select, supervise, train and evaluate subordinates.
- Participate as a team player and collaborate with other departments and agencies.
- Operate a personal computer and relevant software.
- Generate new and creative ideas as a result of visionary and strategic thinking.

Minimum Qualifications

Education: A Bachelor's Degree from an accredited college or university with major course work in civil, mechanical, or electrical engineering or a related field. A Master's degree in a related field is highly desirable. Possession of a Certificate of Registration as a Professional Civil, Mechanical or Electrical Engineer in the State of California is highly desirable.

Experience: Ten years of professional engineering and managerial experience in the field of public works, or equivalent engineering and construction organization.

Supplemental Information

Medical Category: Group 4

Career Advancement Opportunities

From: Public Works Director

To: Assistant City Manager

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Final Audit Report 2026-07-07

Created:	2026-07-02
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