

COPY

EMPLOYMENT AGREEMENT

Utilities General Manager (Non-Classified)

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3 THIS AGREEMENT is made and entered into this 28th day of November, 2018, by and
4 between the CITY MANAGER OF THE CITY OF RIVERSIDE, hereinafter referred to as
5 "CITY MANAGER", on behalf of the CITY OF RIVERSIDE, a Charter City and municipal
6 corporation of the State of California, hereinafter referred to as "CITY", and TODD CORBIN,
7 hereinafter referred to as "EMPLOYEE", both of whom understand as follows:

8 **RECITALS**

9 WHEREAS, Section 2.36.040. CLASSIFIED SERVICE of the Riverside Municipal
10 Code provides in part that the classified service of City includes all permanent full-time officers
11 and employees except:

12 "(C) persons appointed by the City Manager"; and

13 WHEREAS, the City Manager desires to employ Employee as said Utilities General
14 Manager; and

15 WHEREAS, Employee desires to serve in the capacity of the Utilities General Manager;
16 and

17 WHEREAS, Employee understands, acknowledges and agrees that the position of
18 Utilities General Manager is an at-will position not within the classified service of City; that
19 Employee has no expectation of any vested right in said position; and that in assuming said
20 position Employee shall serve solely at the will and pleasure of the City Manager; and

21 WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by
22 which City shall receive and retain the services of Employee and to provide for terminating
23 Employee's services at such time as the City Manager may desire to terminate Employee.

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

26 SECTION 1. DUTIES.

27 The City Manager hereby agrees to employ Employee as Utilities General Manager to
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1 perform the functions and duties as specified in the classification specification Job Code #7420,
2 attached hereto as Exhibit "A" and made a part hereof.

3 SECTION 2. TERM.

4 A. Effective November 30, 2018, Employee agrees to fulfill the functions and duties
5 of Utilities General Manager of the City of Riverside.

6 B. Services provided by Employee shall commence on November 30, 2018, and
7 shall continue upon such terms and conditions as set forth herein and as may be mutually
8 negotiated 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 Utilities General Manager, subject only
14 to the 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 Utilities General Manager; 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 Utilities
2 General Manager. 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 Utilities General Manager,
8 then, in that event, Employee agrees to provide the City Manager with two (2) weeks prior
9 written 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 the City shall be fully reimbursed
22 to 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 "Utilities General Manager" as set forth in Riverside City Council Resolution No. 21052 as the
27 same now exists or may hereafter be amended. Effective November 30, 2018, Employee shall
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1 receive an annual salary of *Two Hundred Sixty Five Thousand Dollars* (\$265,000.00) payable in
2 the same manner and time as are all other employees of City.

3 SECTION 5. FRINGE BENEFITS.

4 A. Effective November 30, 2018, Employee shall accrue vacation leave at the rate of
5 7.70 hours per pay period as said pay periods are established by City. Employee shall be
6 credited with 80 hours of accrued vacation leave upon employment.

7 B. Effective November 30, 2018, Employee shall accrue sick leave at the rate of 3.70
8 hours per pay period as said pay periods are established by City. Employee shall be credited
9 with 40 hours of accrued sick leave upon employment.

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

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

22 SECTION 6. PERFORMANCE EVALUATION.

23 The City Manager may evaluate Employee's performance after the first six (6) months
24 and thereafter on or about the anniversary date of the effective date of this Agreement. Every
25 year the City Manager and Employee may, in addition, set goals and objectives for the ensuing
26 year.

27 SECTION 7. AUTOMOBILE ALLOWANCE/PARKING.

28 Employee shall receive an automobile allowance of *Four Hundred Dollars* (\$400.00) per

1 month or as may be modified in the future. Employer shall also provide parking at no cost to
2 Employee.

3 SECTION 8. OTHER TERMS AND CONDITIONS.

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

11 SECTION 9. NOTICES.

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

17 SECTION 10. 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, creed, national
21 origin, ancestry, age, sex, sexual orientation or disability, including the medical condition of
22 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto.

23 SECTION 11. 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.

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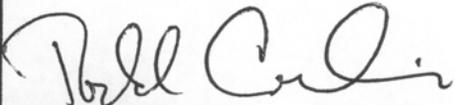
SECTION 12. ASSIGNMENT.

THIS AGREEMENT is not assignable by either City or Employee.

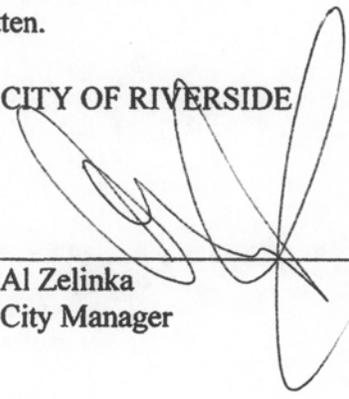
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

"EMPLOYEE"

CITY OF RIVERSIDE



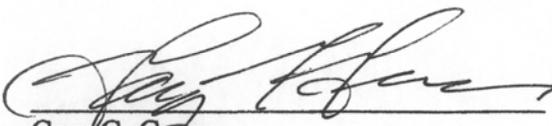
Todd Corbin



Al Zelinka
City Manager

Attest 

City Clerk

Approved as to Form:


Gary G. Geuss
City Attorney

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