



1 perform the functions and duties as specified in the classification specification Job Code #9770,  
2 attached hereto as Exhibit "A" and made a part hereof.

3 SECTION 2. TERM.

4 A. Effective February 13, 2015, Employee agrees to fulfill the functions and duties  
5 of Assistant City Manager of the City of Riverside.

6 B. Services provided by Employee shall commence on February 13, 2015, 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 Assistant City Manager, subject only to  
14 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-10 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 Assistant City 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 Assistant  
2 City Manager. Employee shall be entitled to receive payment for all hours worked, any holiday  
3 pay due and owing, all vacation hours accrued to the date of termination and any deferred  
4 compensation contributions made by Employee (including contributions by the employer on  
5 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 Assistant City Manager, 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 SECTION 4. SALARY.

21 A. City agrees to pay Employee pursuant to the salary range of the classification  
22 "Assistant City Manager" as set forth in Riverside City Council Resolution No. 21052 as the  
23 same now exists or may hereafter be amended. Effective February 13, 2015, Employee shall  
24 receive an annual salary of *Two Hundred Eleven Thousand, Five Hundred Thirty Six Dollars*  
25 *(\$211,536.00)* payable in the same manner and time as are all other employees of City.

26 SECTION 5. FRINGE BENEFITS.

27 A. Effective February 13, 2015, Employee shall accrue vacation leave at the rate of  
28 7.70 hours per pay period as said pay periods are established by City.

1 B. Effective February 13, 2015, Employee shall accrue sick leave at the rate of 3.70  
2 hours per pay period as said pay periods are established by City.

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

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

15 **SECTION 6. PERFORMANCE EVALUATION.**

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

20 **SECTION 7. AUTOMOBILE ALLOWANCE/PARKING**

21 Employee shall receive an automobile allowance of Three Hundred Fifty Dollars  
22 (\$350.00) per month or as may be modified in the future. Employer shall also provide parking at  
23 no cost to Employee.

24 **SECTION 8. OTHER TERMS AND CONDITIONS.**

25 The City Manager, in consultation with Employee, may fix such other terms and  
26 conditions of employment as they may determine from time to time, relating to the duties and  
27 performance of Employee, provided such terms and conditions are not inconsistent with or in  
28 conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law.

1 ordinance, resolution or regulation. The City Manager can exercise his/her discretion in  
2 imposing discipline short of termination when, in his/her sole discretion, he/she deems it  
3 appropriate.

4 SECTION 9. NOTICES.

5 Notices pursuant to this Agreement shall be given by deposit in the custody of the United  
6 States Postal Service, postage prepaid, addressed as follows or as such address may be changed  
7 from time to time upon notice to the other:

8 City: City Manager  
9 City of Riverside  
10 3900 Main Street  
11 Riverside, CA 92522

12 Employee: Alfred Zelinka  
13 [REDACTED]

14 SECTION 10. NONDISCRIMINATION.

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

20 SECTION 11. ENTIRE AGREEMENT.

21 This Agreement contains the entire agreement between the parties hereto. No promise,  
22 representation, warranty or covenant not included in this Agreement has been or is relied on by  
23 any party hereto. This Agreement supersedes all prior oral or written agreements about the  
24 nature of the employment relationship between the City and Employee.

25 //

26 //

27 //

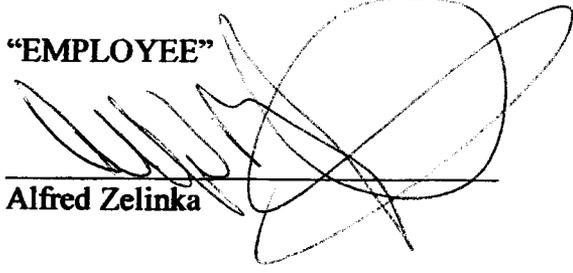
28 //

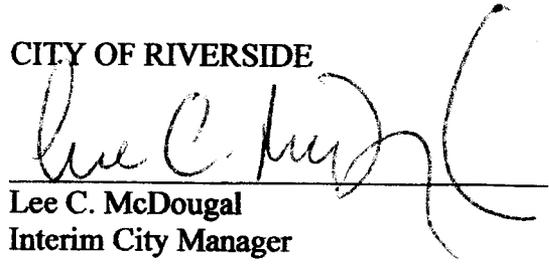
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

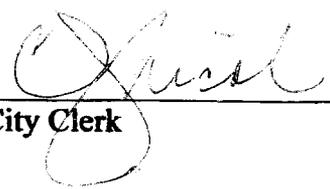
SECTION 12. ASSIGNMENT.

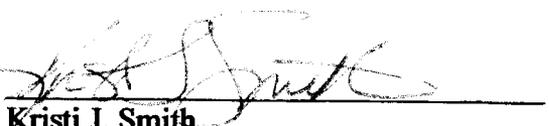
THIS AGREEMENT is not assignable by either City or Employee.

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

"EMPLOYEE"  
  
\_\_\_\_\_  
Alfred Zelinka

CITY OF RIVERSIDE  
  
\_\_\_\_\_  
Lee C. McDougal  
Interim City Manager

Attest   
\_\_\_\_\_  
City Clerk

Approved as to Form:  
  
\_\_\_\_\_  
Kristi J. Smith  
Interim City Attorney

[04-1355.551]



## Assistant City Manager

Bargaining Unit: Executive

Class Code:  
9770

*City of Arts & Innovation*

CITY OF RIVERSIDE

Revision Date: Sep 20, 2002

### **DEFINITION:**

Under general direction, to provide highly responsible administrative staff assistance related to information services, coordination of existing City programs between departments, work with Council Committees, analysis of organization effectiveness, budget review and administration, project management, employer/employee relations; and to do related work as required.

### **SUPERVISION RECEIVED AND EXERCISED:**

Receives general direction from the City Manager. Exercises general direction and initiative over executive, administrative, technological, professional and administrative support staff.

**Reports To:** City Manager

### **EXAMPLES OF DUTIES:**

Typical duties may include, but are not limited to, the following:

- Assist and participate in the development and implementation of goals, objectives, policies and principles.
- Conduct studies, surveys, and collect information on difficult operational and administrative problems, analyze findings and prepare reports of practical solutions for review by the City Manager.
- Confer with department heads and employees regarding policy and procedural changes.
- Participate in the preparation of the annual operating and capital improvement budgets and in budget control activities.
- Represent the City in labor relations matters, participating in meet and confer sessions with various employee organizations.
- Provide oversight and direction for the City's Management Information Services.
- Analyze, interpret and apply policies and procedures.
- May serve as Acting Department Head when there is a vacancy.
- Coordinate activities of the City Manager's office with City Departments, divisions and with outside agencies.
- Analyze, monitor and suggest recommendations on regional and county wide issues with potential City impacts.
- Supervise, train and evaluate staff.
- Serve as Acting City Manager as assigned.

### **KNOWLEDGE, SKILLS & ABILITIES:**

Knowledge of:

**EXHIBIT A**

- Functions, principles, practices and techniques of public administration.
- Principles and practices of management and supervision.
- Application of strategic planning and action.
- Personnel practices and labor relations.

**Ability to:**

- Analyze a variety of administrative problems and to make sound policy and procedural recommendations.
- Communicate clearly and concisely, orally and in writing with a diverse population and cultures.
- Properly interpret and make decisions in accordance with laws, regulations and policies.
- Prepare complete and accurate reports.
- Plan, organize, develop and implement projects and programs with minimal supervision and direction.
- Interpret and apply the policies, procedures, laws, codes and regulations pertaining to legislative programs and functions.

**MINIMUM QUALIFICATIONS:**

**Education and Experience:**

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Education:** Equivalent to a Master's Degree from an accredited college or university with major work in public administration or a closely related field.

**Experience:** Five years progressively responsible experience in an administrative managerial, or staff capacity in public or private employment, involving the responsibility for the planning, organization, implementation and supervision of varied work programs.

**SUPPLEMENTAL INFORMATION:**

**Medical Category:** Group 1

**Necessary Special Requirement**

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

**Career Advancement Opportunities**

**From:** Assistant City Manager

**To:** City Manager