

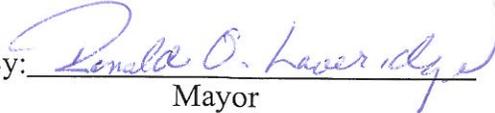
1 2. All terms and conditions of the Employment Agreement between the parties dated
2 August 9, 1996, as amended, which are not inconsistent herewith, shall remain in full force and
3 effect.

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

6 EMPLOYEE:

CITY OF RIVERSIDE, a
municipal corporation,

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8 
9 COLLEEN J. NICOL

By: 
Mayor

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11
12 Attest: 
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16 APPROVED AS TO FORM:

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18 Deputy City Attorney

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26 CC/abs
04/01/99
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1 **SECOND AMENDMENT TO AGREEMENT**

2 (Colleen J. Nicol)

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4 THIS SECOND AMENDMENT TO AGREEMENT, made and entered into in the City of
5 Riverside, County of Riverside, California, this 3rd day of March , 1998, by and between
6 the CITY OF RIVERSIDE, a Charter City and municipality of the State of California, hereinafter
7 referred to as "CITY", and COLLEEN J. NICOL, Riverside City Clerk, hereinafter referred to as
8 "EMPLOYEE".

9 This Second Amendment to Agreement is made with reference to the following recitals:

10 1. An Employment Agreement was entered into by and between CITY and EMPLOYEE
11 on the 9th day of August, 1996, whereby CITY hired EMPLOYEE as its City Clerk.

12 2. On or about November 26, 1996, said Employment Agreement was amended by CITY
13 and EMPLOYEE.

14 3. CITY and EMPLOYEE desire to further amend the provisions of said Employment
15 Agreement to provide for regularly scheduled evaluations to be conducted by CITY of EMPLOYEE.

16 NOW, THEREFORE, the parties hereto mutually agree:

17 That Section 7. *PERFORMANCE EVALUATION* of said Employment Agreement be
18 amended to read as follows:

19 *Council shall evaluate Employee's performance after the first six (6) months and*
20 *thereafter shall mutually establish goals and objectives for Employee according to*
21 *the schedule attached hereto as Exhibit "A" and made a part hereof.*

22 All other terms and conditions of the Employment Agreement between the parties hereto
23 dated the 9th of August, 1996, not amended hereby, shall remain in full force and effect.

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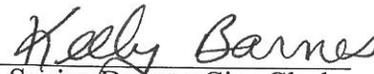
1 IN WITNESS WHEREOF, the City of Riverside, a charter city and municipal
2 corporation, has authorized the execution of this Second Amendment to Agreement and
3 attestation by its Senior Deputy City Clerk by minute action taken by the Council of the City of
4 Riverside on the 24th day of February, 1998, and EMPLOYEE have caused this
5 Second Amendment to Agreement to be executed.

6 EMPLOYEE:

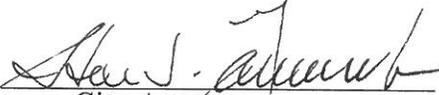
CITY OF RIVERSIDE, a
municipal corporation,

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8 
9 COLLEEN J. NICOL

By: 
Mayor

10
11 Attest: 
12 Senior Deputy City Clerk
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14 **Approved as to form:**

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17 City Attorney
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26 STY/sa
27 2/9/98

AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Agreement, made and entered into in the City of Riverside, County of Riverside, California, this 26th day of November, 1996, by and between the CITY OF RIVERSIDE, a charter city and municipal corporation of the State of California, hereinafter referred to as "CITY", and COLLEEN J. NICOL, Riverside City Clerk, hereinafter referred to as "EMPLOYEE".

This Amendment to Agreement is made with reference to the following recitals:

1. An Employment Agreement was entered into by and between CITY and EMPLOYEE on the 9th day of August, 1996, whereby City hired EMPLOYEE as its City Clerk.

2. CITY and EMPLOYEE desire to amend the provisions of said Employment Agreement whereby CITY permits and authorizes the retention of EMPLOYEE'S services as Secretary for the Redevelopment Agency of the City of Riverside.

NOW, THEREFORE, the parties hereto mutually agree:

That Section 2.D. Term. of said Employment Agreement be amended to read as follows:

Employee agrees to remain in the exclusive employ of City, except Employee may serve in the capacity of Secretary for the Redevelopment Agency of the City of Riverside, and to neither accept other employment nor become employed by any other employer until this Agreement is terminated; provided, however, nothing contained herein shall be construed or interpreted to prohibit Employee from engaging in such occasional activities such as teaching, writing or consulting, which activities shall only be conducted apart from her normal and regular functions and duties.

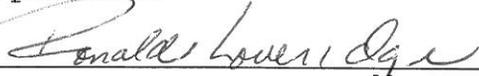
All other terms and conditions of the Employment Agreement between the parties hereto dated the 9th day of August, 1996, not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Riverside, a charter city and municipal corporation, has authorized the execution of this Amendment to Agreement and attestation by its Senior Deputy City

Clerk by minute action taken by the Council of the City of Riverside on the 26th day of November , 1996, and EMPLOYEE has caused this Amendment to Agreement to be executed.

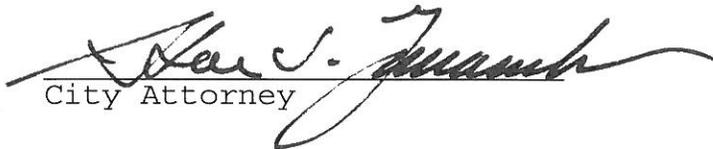

COLLEEN J. NICOL

CITY OF RIVERSIDE, a municipal corporation

By 
Mayor

Attest: 
Senior Deputy City Clerk

APPROVED AS TO FORM:


City Attorney

STY/sb
11/19/96

EMPLOYMENT AGREEMENT

THIS AGREEMENT, is made and entered into this ⁹13th day of August, 1996, by and between the CITY OF RIVERSIDE, a municipal corporation of the State of California ("City"), and COLLEEN J. NICOL ("Employee"), both of whom understand as follows:

CM
for

RECITALS:

WHEREAS Section 700 of City's Charter provides that the City Clerk of Riverside, California ("City Clerk"), shall be appointed by and serve at the pleasure of the City Council of the City of Riverside ("Council"); and

WHEREAS the Council desires to employ Employee as City Clerk; 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 her to remain in such employment; to make possible full work productivity by assuring her morale and peace of mind with respect to future security; to act as a deterrent against malfeasance or dishonesty for personal gain on her part; and to provide for terminating her services at such time as she may be unable to fully discharge her duties or when Council may otherwise desire to terminate her employ.

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

SECTION 1. DUTIES

Council hereby agrees to employ Employee as City Clerk to assume the powers of and perform the functions and duties specified in Section 703 of City's Charter and such other applicable ordinances and resolutions now in effect or hereafter adopted by Council.

SECTION 2. TERM

A. Effective August ⁹13, 1996, Employee shall fulfill the powers, functions and duties of City Clerk and shall serve in this capacity until such time as this Agreement is terminated pursuant to Section 3, below.

for
CM

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Council to terminate the services of Employee at any time subject only to the provisions set forth in Section 3, below.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position as City Clerk, subject only to the provisions set forth in Section 3, below.

D. Employee agrees to remain in the exclusive employ of City, and neither to accept other employment nor to become employed by any other employer until this Agreement is terminated; provided, however, nothing contained herein shall be construed or interpreted to prohibit Employee from engaging in such occasional activities such as teaching, writing or consulting, which activities shall only be conducted apart from her normal and regular functions and duties.

SECTION 3. TERMINATION

A. In the event Council 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 that event Council agrees to:

- 1) provide Employee with six (6) months' prior written notice of said termination; or
- 2) 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 six (6) months of Employee's then current aggregate salary.

However, in the event Employee is terminated because of her conviction of any illegal act involving personal gain or moral turpitude, then in that event, Council shall have no obligation to provide any prior written notice or make any payment specified in Paragraph A.2), above.

B. In the event Employee desires to terminate this Agreement during such time Council desires Employee to continue in the capacity of City Clerk, then, in that event, Employee agrees to provide Council with 60 days' written notice of said termination.

SECTION 4. SALARY

A. Effective August ⁹~~13~~, 1996, City agrees to pay Employee Fifty-eight thousand three hundred and thirty-nine dollars (\$58,339) per annum for services, payable in installments at the same time as other employees of City are paid. Following the evaluation of performance at the end of one year of service, on or about August ~~13~~, 1997, City agrees to increase Employee's pay in such amount as the Council may determine that is desirable.

B. In addition, Council agrees to consider increasing said salary range and / or other benefits of Employee in such amounts and to such extent as Council may determine that it is desirable to do so at the same time as similar consideration is given to other Council appointees.

SECTION 5. AUTOMOBILE

Employee's functions and duties require that she shall have the use of an automobile during her employment with the City. City shall reimburse Employee the sum of Three thousand six hundred dollars (\$3,600) for the expense of owning, operating, maintaining and insuring her personal automobile. Council shall annually evaluate the increasing costs of ownership, operation, maintenance and insurance of Employee's personal automobile for City use and consider increasing said amount.

SECTION 6. OTHER SUPPLEMENTAL BENEFITS

All actions taken by Council relating to fringe benefits for employees in the Executive Ranges shall be considered actions granting the same benefits to Employee. As used herein, fringe benefits include but are not limited to vacation, sick leave, holidays, retirement (PERS) benefits and payments, health insurance, dental insurance, long-term disability insurance and life insurance.

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CA
POZ

SECTION 7. PERFORMANCE EVALUATION

Council may evaluate Employee's performance after the first six (6) months and thereafter on or about the anniversary date of the effective date of this Agreement. Every year Council and Employee may, in additional, set goals and objectives for the ensuing year.

SECTION 8. INDEMNIFICATION

City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or any other legal action, whether groundless or otherwise, arising out of any alleged act or omission occurring in the course and scope of performance of Employee's functions and duties. City will compromise and settle any such claim or suit and pay the amount of all settlements or judgments rendered against Employee and / or City thereon.

SECTION 9. OTHER TERMS AND CONDITIONS

Council, in consultation with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law, statute, ordinance or regulation.

SECTION 10. NOTICES

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

City: Mayor
City of Riverside
City Hall
3900 Main Street
Riverside, California 92522

Employee: Colleen J. Nicol



SECTION 11. ATTORNEYS' FEES

In the event that it becomes necessary for either party to bring legal action to enforce any of the provisions of this Agreement, the parties agree that the prevailing party shall be entitled to attorneys' fees.

SECTION 12. NONDISCRIMINATION

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

SECTION 13. 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.

SECTION 14. ASSIGNMENT

This Agreement is not assignable by either City or Employee.

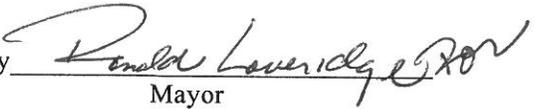
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

Date: 8-9-96

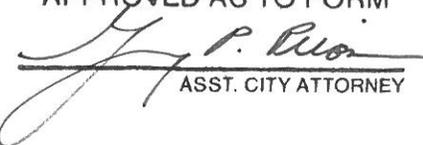

COLLEEN J. NICOL

CITY OF RIVERSIDE,
a municipal corporation

Date: 8-9-96

By 
Mayor

Attest 

APPROVED AS TO FORM

ASST. CITY ATTORNEY