



1           SECTION 1. DUTIES.

2           The City Manager hereby agrees to employ Employee as Museum and Cultural Affairs  
3 Director to perform the functions and duties as specified in the classification specification Job  
4 Code #6195, attached hereto as Exhibit "A" and made a part hereof.

5           SECTION 2. TERM.

6           A.     Effective July 15, 2013, Employee agrees to fulfill the functions and duties of  
7 Museum and Cultural Affairs Director of the City of Riverside.

8           B.     Services provided by Employee shall commence on July 15, 2013, and shall  
9 continue upon such terms and conditions as set forth herein and as may be mutually negotiated  
10 by amendment to this Agreement.

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

14          D.     Nothing in this Agreement shall prevent, limit or otherwise interfere with the right  
15 of Employee to resign at any time from the position as Museum and Cultural Affairs Director,  
16 subject only to the provisions set forth in Section 3., below.

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

22          SECTION 3. TERMINATION/MODIFICATION.

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

27          B.     In the event this Agreement is terminated, Employee agrees to immediately  
28 surrender the position of Museum and Cultural Affairs Director; any and all writings containing

1 information relating to the conduct of the City's business prepared, owned, used or retained by  
2 Employee regardless of physical form or characteristics; and any and all equipment, tools, or  
3 other materials of whatever nature provided to Employee by City in Employee's capacity of  
4 Museum and Cultural Affairs Director. Employee shall be entitled to receive payment for all  
5 hours worked, any holiday pay due and owing, all vacation hours accrued to the date of  
6 termination and any deferred compensation contributions made by Employee (including  
7 contributions by the employer on behalf of the Employee).

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

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

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

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

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

26 SECTION 4. SALARY.

27 A. City agrees to pay Employee pursuant to the salary range of the classification  
28 "Museum and Cultural Affairs Director" as set forth in Riverside City Council Resolution No.

1 21052 as the same now exists or may hereafter be amended. Effective July 15, 2013, Employee  
2 shall receive an annual salary of *One Hundred Forty Five Thousand One Hundred Sixteen*  
3 *Dollars* (\$145,116.00) payable in the same manner and time as are all other employees of City.

4 SECTION 5. FRINGE BENEFITS.

5 A. Effective July 15, 2013, Employee shall accrue vacation leave at the rate of 7.70  
6 hours per pay period as said pay periods are established by City. Employee shall be credited  
7 with 200 hours of vacation leave upon commencement of employment.

8 B. Effective July 15, 2013, Employee shall accrue sick leave at the rate of 3.70 hours  
9 per pay period as said pay periods are established by City. Employee shall be credited with 96  
10 hours of sick leave upon commencement of employment.

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

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

23 SECTION 6. PERFORMANCE EVALUATION.

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

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SECTION 7. AUTOMOBILE ALLOWANCE/PARKING

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

SECTION 8. 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 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 9. 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: City Manager  
City of Riverside  
3900 Main Street  
Riverside, CA 92522

Employee: Sarah Mundy  


SECTION 10. 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, creed, national origin, ancestry, age, sex, sexual orientation or disability, including the medical condition of

1 Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto.

2 SECTION 11. ENTIRE AGREEMENT.

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

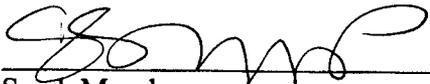
7 SECTION 12. ASSIGNMENT.

8 THIS AGREEMENT is not assignable by either City or Employee.

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

11 "EMPLOYEE"

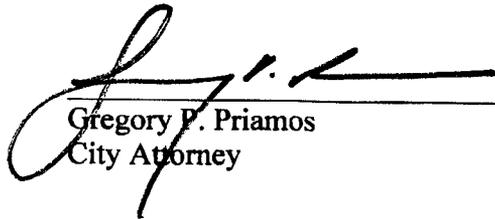
CITY OF RIVERSIDE

12  
13   
14 Sarah Mundy

  
15 Scott C. Barber  
16 City Manager

17  
18 Attest   
19 City Clerk

Approved as to Form:

  
21 Gregory P. Priamos  
22 City Attorney

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24  
25  
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27 [04-1355.423]

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