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EMPLOYMENT AGREEMENT

Utilities General Manager (Non-Classified)

THIS AGREEMENT is made and entered into this 11th day of ~~November~~^{December}, 2013, 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 Charter City and municipal corporation of the State of California, hereinafter referred to as "CITY", and GIRISH BALACHANDRAN, 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 said Utilities General Manager; and

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

WHEREAS, Employee understands, acknowledges and agrees that the position of Utilities General Manager 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 that in assuming said position Employee shall serve solely at the will and pleasure of the City Manager; 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 terminating Employee's services at such time as the City Manager may desire to terminate Employee.

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

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1 SECTION 1. DUTIES.

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

5 SECTION 2. TERM.

6 A. Effective January 27, 2014, Employee agrees to fulfill the functions and duties of
7 Utilities General Manager of the City of Riverside.

8 B. Services provided by Employee shall commence on January 27, 2014, 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 Utilities General Manager, subject only
16 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 Utilities General Manager; any and all writings containing information

1 relating to the conduct of the City's business prepared, owned, used or retained by Employee
2 regardless of physical form or characteristics; and any and all equipment, tools, or other
3 materials of whatever nature provided to Employee by City in Employee's capacity of Utilities
4 General Manager. Employee shall be entitled to receive payment for all hours worked, any
5 holiday pay due and owing, all vacation hours accrued to the date of termination and any
6 deferred compensation contributions made by Employee (including contributions by the
7 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 Utilities General Manager,
10 then, in that event, Employee agrees to provide the City Manager with two (2) weeks prior
11 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 "Utilities General Manager" as set forth in Riverside City Council Resolution No. 21052 as the

1 same now exists or may hereafter be amended. Effective January 27, 2014, Employee shall
2 receive an annual salary of *Two Hundred Twenty Two Thousand Three Hundred Forty Eight*
3 *Dollars* (\$222,348.00) payable in the same manner and time as are all other employees of City.

4 SECTION 5. FRINGE BENEFITS.

5 A. Effective January 27, 2014, Employee shall accrue vacation leave at the rate of
6 7.70 hours per pay period as said pay periods are established by City. Employee shall be
7 credited with 200 hours of accrued vacation leave upon employment.

8 B. Effective January 27, 2014, Employee shall accrue sick leave at the rate of 3.70
9 hours per pay period as said pay periods are established by City. Employee shall be credited
10 with 200 hours of accrued sick leave upon 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 Utilities
20 General Manager is commensurate with an exempt employee under the Fair Labor Standards
21 Act, and shall not be entitled to receive any overtime pay, compensatory time, or other premium
22 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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1 SECTION 7. AUTOMOBILE ALLOWANCE/PARKING.

2 Employee shall receive an automobile allowance of *Four Hundred Dollars* (\$400.00) per
3 month or as may be modified in the future. Employer shall also provide parking at no cost to
4 Employee.

5 SECTION 8. RELOCATION ALLOWANCE.

6 City Manager may approve an interest-free loan of up to *Ten Thousand Dollars*
7 (\$10,000.00) for receipted moving, relocation and temporary housing expenses incurred by
8 Employee. Said loan will be completely forgiven by the City after the employee has completed
9 two (2) years of service to the City of Riverside. Should Employee opt to terminate his
10 employment agreement with the City within two (2) years of commencement of his employment,
11 the Employee shall repay the loan in full within sixty (60) days of termination of his
12 employment.

13 SECTION 9. OTHER TERMS AND CONDITIONS.

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

21 SECTION 10. NOTICES.

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

25 City: City Manager
26 City of Riverside
27 3900 Main Street
28 Riverside, CA 92522

Employee: Girish Balachandran



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, 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 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.

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

Girish Balachandran

Scott C. Barber
City Manager

Attest

City Clerk

Approved as to Form:

Gregory P. Priamos
City Attorney



Utilities General Manager (Non- Classified)

Class Code:
7420

City of Arts & Innovation
CITY OF RIVERSIDE
Revision Date: Sep 21, 2011

Bargaining Unit: Executive

DEFINITION:

Under executive direction, to plan, direct, and review the overall operation of the electric and water utilities for the City; to provide professional and technical staff assistance; and to do related work as required.

DISTINGUISHING CHARACTERISTICS:

This is the executive level classification in the Utilities 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 direction over professional, technical, and clerical staff.

Reports To: City Manager and/or Assistant City Manager

EXAMPLES OF DUTIES:

Duties may include, but are not limited to, the following:

- Direct and participate in the development and implementation of goals, objectives, policies, and procedures.
- Plan, direct, and review the design, construction, operation, and maintenance of electric utility systems.
- Plan, direct, and review the design, construction, operation, and maintenance of the domestic and irrigation water systems.
- Develop overall policies and financial resource and facility plans for electric and water utilities in conjunction with key staff personnel and specialized consultants.
- Conduct resource planning with other electric utilities requiring negotiations involving complex terms and conditions for integrated power resources and for participation in joint ownership of generation and transmission facilities.
- Confer with division heads to review current and proposed projects, work schedules, organization, and personnel problems.
- Direct the preparation of technical and administrative reports; present reports and recommendations to the City Manager, Board of Public Utilities, and City Council.
- Coordinate with consultants and other agencies on regulatory and legislative matters affecting utility operations; testify before state and federal regulatory and legislative bodies as required.
- Review with staff and other agencies plans for enhancing and protecting the quality and adequacy of extensive water resources owned by the City.
- Establish guidelines for the development of electric and water sales, rules, and regulations and the issuance of revenue bonds.
- Develop general procedures for control of division activities.
- Participate in industry and professional conferences and speak before civic and community groups regarding plans and policies.
- Direct and participate in the preparation of the capital improvement plan and budget.
- Coordinate department activities with other City departments and with outside agencies.
- Select, supervise, train, and evaluate professional, technical, and clerical subordinates.

EXHIBIT A

KNOWLEDGE, SKILLS & ABILITIES:

Knowledge of:

- Principles and practices of electric and water utility operations, management, and organization.
- Utility economics and financing.
- Principles and practices of electrical and civil engineering.
- Methods, materials, techniques, and equipment used in the construction, operation, and maintenance of an electric and water utility.
- Applicable regulatory codes and laws related to the development, construction, and operation of an electric and water utility.
- Recent developments, current literature, and sources of information regarding electric and water utility engineering and operation.
- Principles and practices of modern office management.
- Principles and practices of organization, administration, budget, and personnel management.

Ability to:

- Plan, organize, staff, and direct a large and diversified organization in a manner conducive to full performance and high morale.
- Delegate authority and responsibility and to schedule and program work on a long term basis.
- Communicate clearly and concisely, orally and in writing.
- Understand and negotiate complex technical agreements with other agencies.
- Formulate and present policy recommendations.
- Select, supervise, train, and evaluate professional, technical, and clerical subordinates.

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 Bachelor's Degree from an accredited college or university with major work in civil or electrical engineering supplemented by graduate training in public administration.

Experience: Five years of progressively responsible experience in utilities planning, coordinating, and financing.

SUPPLEMENTAL INFORMATION:

Medical Category: Group 4

Desirable Special Requirement

Possession of a certificate of registration as a professional civil or electrical engineer.

Necessary Special Requirement

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

Career Advancement Opportunities

From: Utilities General Manager

To: City Manager