

## EMPLOYMENT AGREEMENT

### CITY ATTORNEY

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into this 7<sup>th</sup> day of December, 2017, by and between the City of Riverside a California charter city and municipal corporation (“Employer”) and Gary G. Geuss (“Employee”), collectively party or parties, both of whom understand and agree to the following:

### RECITALS

WHEREAS, the City Council of the City of Riverside (“City Council”), the governing body of the Employer, on April 12, 2015 by written agreement (“Original Agreement”), retained the services of the Employee as the City Attorney, as that office has been created in Article VII, Section 700 of the City of Riverside City Charter (“Charter”); and

WHEREAS, it is the desire of the City Council to revise and supersede the Original Agreement; and

WHEREAS, this Agreement provides for benefits and establish certain terms and conditions of employment as set forth herein.

### TERMS

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

#### **Section 1. Duties**

The City Council hereby employ the Employee as the City Attorney of the City of Riverside to perform the functions and duties of the City Attorney as specified in the Charter and to perform other legally permissible and proper duties and functions consistent with the office of the City Attorney, as the City Council shall from time to time assign. Employee shall also serve

as General Counsel to the City's various Authorities currently in existence or as subsequently created by the City Council.

**Section 2. Term**

The term of this Agreement shall become effective beginning on the date written above, and shall remain in effect for a period of five (5) years, unless otherwise terminated pursuant to the provisions stated herein. At the end of the initial term, this Agreement may be extended upon mutual agreement of the parties. During the term of this Agreement, the Employee shall be a full-time City Attorney.

Employee shall not engage in any conduct which constitutes a criminal act involving moral turpitude, fraud, malfeasance or act of misfeasance. In the event that Employee is charged with any such conduct, Employee may be subject to discipline up to and including being placed on administrative leave. In the event that Employee is convicted of any such conduct, Employee may be subject to discipline up to and including termination of employment and termination of this Agreement.

**Section 3. Salary**

The Employer agrees to pay the Employee for services rendered, as provided herein, Two Hundred Ninety Five Thousand Dollars (\$295,000) per year, payable in installments at the same time and in the same manner as other employees of the Employer are paid. Thereafter, Employee's salary shall automatically increase by three percent (3%) annually upon satisfactory evaluation. Along with the automatic increase, beginning in January of each year, Employee shall be entitled to a cost of living increase based on the partnership compensation model consistent with the represented and non-represented employees' agreements.

**Section 4. Deferred Compensation**

In addition to the sums otherwise payable to Employee hereunder, the Employer agrees to contribute matching funds to a deferred compensation account in the amount set forth in the Employer's Fringe Benefit and Salary Plan ("FBSP").

**Section 5. Pension**

The Employer agrees to continue the Employee as a member of the Public Employee Retirement System. Employee shall pay the required employee contribution.

**Section 6. Benefits**

The Employer agrees to provide Employee with the same benefits as are provided to the other Executive Group of the Employer per the FBSP, including but not limited to accrual of sick leave, medical, dental and optical coverages, and holiday schedule, which shall be the same as for the Executive Group set forth in Section 1-1 of the FBSP. Employee may purchase disability insurance as set forth in Section 19-1 of the FBSP. Employer shall pay for Employee's State of California Annual Bar dues, Minimum Continuing Legal Education requirement costs and all costs for attendance at the League of California Cities City Attorney's Spring Conference and Annual Conference.

**Section 7. Life Insurance**

The Employer agrees to provide Employee, at Employer's expense, with a term life insurance policy equal to twice the Employee's annual salary (Table 9, Section 18-2 FBSP).

**Section 8. Vacation, and Administrative Leave**

Employee will accrue vacation at the rate of two hundred (200) hours per year of employment accruable and subject to cash out consistent with that provided for the Executive Group (Section 6 and Table 4 of the FBSP).

Employee will receive eighty (80) hours of administrative leave per year. Administrative leave must be used by June 30<sup>th</sup> of each year, which is the end of each fiscal year. There shall be no carryover of any administrative leave.

**Section 9. Automobile Allowance**

Employee shall receive an automobile allowance of Five Hundred Dollars (\$500) per month or as may be modified in the future.

**Section 10. Termination and Severance Pay**

In the event Employee is terminated prior to the expiration of this Agreement, and Employee is willing and able to perform duties under this Agreement, the Employee shall be entitled to a cash payment of compensation equal to one year's annual salary ("Severance Pay"). Notwithstanding the above, in the event Employee is terminated because of any criminal act involving moral turpitude, fraud, malfeasance, or act of misfeasance, then, in that event, Employer shall have no obligation to continue the employment of Employee and shall have no obligation to make the Severance Pay stated above.

**Section 11. Performance Evaluation**

The City Council shall review and evaluate the performance of the Employee at least once annually. The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with the Employee, provided, however, that such criteria shall be established within the limits of the resources made available to Employee for accomplishment of the identified goals and objectives. At such annual evaluation, the City Council and the Employee shall define such goals and performance objectives which they determine necessarily for the attainment of the City Council's policy objectives and the City

Council and the Employee shall further establish a relative priority among those various goals and objectives to be reduced to writing. Employer agrees that it will act in good faith to assure that Employee has available those resources reasonably necessary to achieve compliance of identified goals and objectives within the anticipated time frames. In giving effect to the provisions of this section, the City Council and the Employee mutually agree to act in good faith and abide by all provisions of applicable law.

In recognition of accomplishments of objectives and excellent performance, a merit increase may be granted to the Employee.

**Section 12. Other Terms and Conditions of Employments**

The City Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the provisions of this Agreement, the Charter, any ordinance or resolution of Employer, or any other applicable law.

**Section 13. Nondiscrimination**

Employee agrees that in the performance of Employee's functions and duties, he shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression or sexual orientation.

**Section 14. General Provisions**

This shall constitute the entire agreement between the parties as to the subject matter hereof and supersedes all prior and contemporaneous oral and written understandings or agreements of the parties. No promise, representation, warranty or covenant not included in this Agreement has

been or is relied on by any party thereto. If any provision or any portion hereof is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion hereof shall be deemed severable, shall not be affected, and shall remain in full force and effect. This Agreement may only be amended in writing and duly execute by both parties.

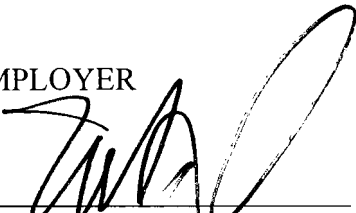
**Section 15. Notices**

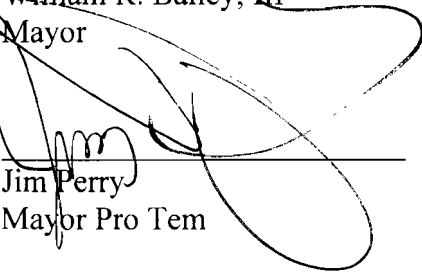
Notices pursuant to this Agreement shall be in writing and shall be personally served, given by mail or by overnight delivery. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the respective parties at 3900 Main Street,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

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

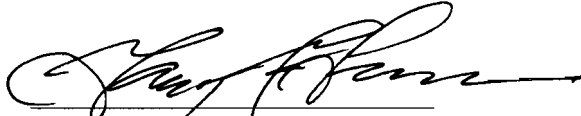
[Signatures on following page.]

EMPLOYER


  
 \_\_\_\_\_  
 William R. Bailey, III  
 Mayor

  
 \_\_\_\_\_  
 Jim Perry  
 Mayor Pro Tem

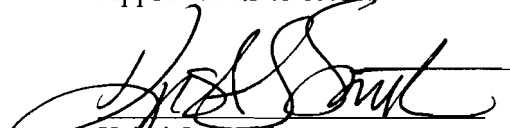
EMPLOYEE

  
 \_\_\_\_\_  
 Gary G. Gruss

Attested to by:

  
 \_\_\_\_\_  
 Colleen J. Nicol  
 City Clerk

Approved as to form:

  
 \_\_\_\_\_  
 Kristi J. Smith  
 Chief Assistant City Attorney