AT-WILL EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF TEMECULA AND
LUCAS WATSON

This employment agreement ("Agreement") is entered into by the City of Temecula ("City") and Lucas Watson, Assistant City Manager ("Employee"), each a "Party" and collectively the "Parties." In addition to the terms and conditions of this Agreement, employee is a participant in the City's Management Compensation Plan and entitled to the benefits provided therewith.

Recitals

City desires to employ Employee as an at-will employee in the position of Assistant City Manager. Employee desires to be the Assistant City Manager and acknowledges that such employment is at-will and that either Party may lawfully terminate employment at any time with or without cause.

Employee agrees that they have no property interest in continued employment and shall not be provided with any right to a pre-disciplinary hearing or to appeal any determination by the City that employee be terminated.

The City desires, and Employee agrees that Employee shall serve at the will of the City as managed and determined by the City Manager, unless or until this Agreement is terminated.

NOW THEREFORE, the City agrees to hire Employee, subject to the terms and conditions identified below.

AGREEMENT

Section 1: TERM

This Agreement shall become effective retroactively to March 7, 2026, corresponding with Employee's appointment to the position of Assistant City Manager, and shall remain in full force and effect unless or until terminated by either Party. Any severance provided in Section 8 is a post-employment benefit and does not create any expectation of continued employment for any period of time.

Section 2: DUTIES

A. City engages Employee as the Assistant City Manager to perform the functions and duties specified in the Classification Specification for the position (Attachment "A", incorporated herein by this reference), as the same may be modified by the City Manager, and to perform such other legally permissible and proper duties and functions as the City Manager shall assign.

B. Employee agrees that to the best of their ability and experience that they will at all times conscientiously perform the duties and obligations required, either express or implied, by the terms of this Agreement, the ordinances, resolutions and adopted policies of the City

of Temecula and the laws and regulations of the State of California and the United States.

C. As a public employee, Employee is required to work a full and complete work week pursuant to the established work schedule as determined by the City Manager, and devote whatever time is necessary to fulfill the employment responsibilities and duties as identified in this Agreement. Employee's job classification is exempt from overtime requirements under the federal Fair Labor Standards Act (FLSA) or California law, based on the executive/administrative nature of the position and salary.

Section 3: AT-WILL EMPLOYMENT

Employee is an at-will employee and serves at the will and pleasure of the City through the City Manager. The City and employee each retain the option of terminating the employment relationship between them at any time, for any reason, subject to the provisions in Section 8.

Section 4: EXCLUSIVE EMPLOYMENT

Employee agrees to focus their professional time, ability and attention to City business during the term of this Agreement. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the City Manager. This does not preclude Employee from volunteering their services to other entities or individuals as long as such volunteer services are not in conflict or significantly interfere with the services to be provided by Employee under this Agreement. Employee shall comply with all applicable state and local conflict-of-interest, incompatible activities, and ethics codes or policies.

Section 5: COMPENSATION

As compensation for the services to be rendered by Employee, City agrees to pay Employee a base salary of $324,521.60 per year effective March 7, 2026, payable in twenty-six biweekly installments on the City's regular payroll schedule and subject to customary withholding. Effective July 1, 2026, Employee's base salary shall be adjusted to $334,256.00 per year pursuant to the cost-of-living adjustment approved by the City Council. Salary adjustments (merit increases), if any, during the term of this Agreement shall be at the sole discretion of the City Manager based upon the evaluation of Employee's job performance and within the base salary range established or otherwise approved by the City Council. Any and all adjustments shall be in accordance with City personnel policies and procedures.

Section 6: PERFORMANCE EVALUATION

At least annually, the City Manager or their designee will review and evaluate the performance of Employee as the Assistant City Manager. The purpose of the review shall be to provide the Employee with feedback on the performance of their duties; progress in meeting, achieving, or exceeding the City Council or City Manager's defined goals, objectives, priorities, activities, and programs; and to identify areas requiring improvement and how such improvement may be

accomplished. Failure of the City to provide a performance evaluation for Employee shall not limit the City's ability to terminate this Agreement, as provided herein.

Section 7: **BENEFITS**

A. Retirement

As an employee of the City of Temecula, Employee will be enrolled in the California Public Employees Retirement System (CalPERS) retirement plan, in the applicable miscellaneous plan for this job classification, as determined by CalPERS and City resolutions in effect from time to time, as such plan may be amended by the City Council. The specific benefit formula and employee contribution rate shall be those applicable to Employee's CalPERS membership status (*i.e.*, "classic" or "PEPRA") under CalPERS rules.

B. Automobile Allowance

Employee shall receive a monthly automobile allowance of $400 in lieu of mileage reimbursement, except as otherwise provided in the Auto Allowance Administrative Guideline. Auto allowance will only be provided when Employee is in an active, paid status and will be discontinued during any period of unpaid leave in a manner consistent with Section 19.1 of the Management Compensation Plan. Employee will not receive auto allowance while on end-of-service leave.

C. Retention Benefit

If the City's General Fund Reserves are fully funded at the then-established standards of the City Council, the City's Retention Benefit outlined in this section may be offered to Employee at the discretion of the City Manager.

After completing five years of executive service with the City, if Employee has achieved the highest possible overall performance rating on three out of their last five annual performance evaluations, they shall be eligible to receive a Retention Benefit in an amount equal to the then-applicable maximum normal annual contribution limit to an Internal Revenue Code Section 457(b) Deferred Compensation Plan. This amount shall be paid as income in twenty-six biweekly installments on the City's normal payroll schedule, subject to customary withholding. Employee may elect to place these funds in a City-sponsored Internal Revenue Code Section 457(b) Deferred Compensation Plan as allowable by law. If Employee's employment with the City should end prior to the full distribution of a Retention Benefit, Employee shall be paid for all earned Retention Benefit disbursements not yet received at the time Employee receives their final paycheck.

D. Other Executive Management benefits

Unless otherwise specified, Employee shall receive all benefits specified in the City's Management Compensation Plan for Management Staff, which may be amended, modified, or terminated at any time and without prior notice by City, subject to applicable law.

Section 8: **TERMINATION AND SEVERANCE PAY**

A. Termination Without Cause, Severance Agreement

City may terminate Employee at any time without cause by providing Employee written notice thereof together with the applicable Severance Payment, provided for below.

If Employee is terminated without cause, or the City requests Employee's resignation, Employee shall be provided a Severance Payment equal to six months of their normal monthly base salary less any and all applicable or legally required deductions. The Severance Payment shall also include the value of all benefits including retirement, cafeteria allotments/health and welfare coverage and any other City-provided benefit excluding leave accruals and automobile allowance payments. The Severance Payment shall be paid in a lump sum on the next available pay date as soon as administratively practicable following the effective date of separation.

B. Termination by Employee

Employee may terminate their employment for any reason, at any time, with or without cause. Employee is encouraged to provide the City with at least thirty days' prior written notice of resignation whenever practicable.

If Employee voluntarily resigns from their employment or retires without a request by the City, the City shall have no obligation to pay any Severance Payment provided in this Section.

C. Termination for Cause

City may immediately terminate Employee's employment with the City and this Agreement at any time by providing written notice of termination for cause to Employee. In the event the Employee is terminated for cause, the City shall have no obligation to pay any Severance Payment provided in this Section.

Termination "for cause" shall include, but is not limited to: (i) conviction of any crime involving an "abuse of office or position" as defined in Government Code Section 53243.4; (ii) conviction of a felony or misdemeanor with a nexus to the workplace; (iii) purposely violating City policies or procedures; (iv) insubordination; (v) willful destruction, theft, misappropriation, or misuse of City property or funds; (vi) intoxication on duty; (x) unexcused absence; (xi) dishonesty, fraud, or misconduct in office; (xii) engaging in unlawful discrimination, harassment, or retaliation; (xiii) gross negligent acts or omissions that materially and adversely impedes or disrupts the operations of the City and/or is detrimental to employees or public safety; (xiv) engaging in willful political activity during working hours while using City resources in violation of Government Code section 3201, *et seq.*; (xv) other failure of good behavior that causes material discredit to the City.

D. Waiver of Administrative Proceedings

Employee expressly waives any right to pre-termination or post-termination disciplinary review or appeal proceedings set forth under the City's Employment Policies or provided under state or federal law, except where such waiver is prohibited.

E. Effect of Termination

Regardless of the form of Employee's termination of employment with the City, Employee shall be paid for all accrued, unused Comprehensive Annual Leave and Executive Leave, as provided for in this Agreement and required by law.

Section 9: EXECUTIVE COMPENSATION LIMITATIONS

A. Abuse of Office Conviction

In the event that Employee is convicted of a crime involving an abuse of their office or position as set forth in Government Code section 53243.4, Employee shall fully reimburse any compensation paid to Employee pursuant to Government Code section 53243.2 Such reimbursed compensation shall include but is not limited to: (i) Paid Administrative Leave paid to Employee during any pending investigation; (ii) provided funds for any criminal defense during Employee's employment with the City; or (iii) any cash settlement, Severance Payment, or any portion thereof related to the termination of Employee's employment with the City.

B. Determination by CalPERS

The City makes no representation or guarantee as to whether any of the compensation or payments in this Agreement are subject to CalPERS service credit or pensionable income, and Employee acknowledges that such determinations by CalPERS are outside of the City's control. Employee assumes full risk as to any action or determination by CalPERS regarding the qualifications of service credit or pensionable income related to the compensation or payments made under this Agreement, and Employee agrees they shall have no recourse against City due to any decision or action by CalPERS.

Section 10: INDEMNIFICATION

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 *et seq*.), City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension thereto. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, City shall have no duty to indemnify, defend, or hold Employee harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by Employee.

Section 11: GENERAL PROVISIONS

A. Notice

Any notices required by this Agreement shall be in writing and either delivered in person or by first class, certified, return receipt requested US Mail with postage prepaid. Such notice shall be addressed as follows:

TO CITY: City Manager
City of Temecula
41000 Main Street
Temecula, CA 92590

TO EMPLOYEE: Lucas Watson
Most recent address on file in Human Resources.

B. Entire Agreement

The text of this Agreement shall constitute the entire and exclusive agreement between the Parties, and construed as a whole, according to its fair meaning. This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by Employee and City. Any uncertainty or ambiguity shall not be construed against any one Party.

All prior oral or written communications understanding or agreements between the Parties, not set forth herein, shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment

This Agreement is not assignable by either the City or Employee.

D. Severability

In the event of any inconsistencies between the rules, policies and regulations of the City, this Agreement shall govern. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Dispute Resolution

Any dispute between the Parties shall be submitted to final and binding arbitration pursuant to the rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a single arbitrator chosen pursuant to AAA rules and shall be conducted pursuant to the AAA rules and the California Arbitration Act. The arbitrator shall have the authority to allow discovery, including depositions, shall render a decision in writing that fully explains the decision, and may award the same categories of relief which may be awarded by a California Superior Court jury or judge.

Parties shall be empowered to present evidence, both oral and documentary, to cross examine

adverse witnesses, and to present argument, both written and oral. Each party shall bear their own attorney's fees and arbitration costs including witness fees, subpoena fees, and other charges incurred at the discretion of the Employee and the Employee's counsel.

The City shall bear the full costs of the arbitrator and all other expenses unique to the arbitration process. The arbitrator may award attorney's fees to the prevailing party if such an award could be made in a California Superior Court. This arbitration provision shall apply to all claims for which arbitration is legally applicable in contract, tort or statute including but not limited to the California Fair Employment and Housing Act, Title VII of the U.S. Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, the Americans With Disabilities Act, and all other statutes and regulations applicable to the employment relationship.

G. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in the County of Riverside.

H. Acknowledgement

Employee acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement, and that Employee has read and understands this Agreement and is fully aware of its legal effect. Employee represents that they have entered into this Agreement freely and voluntarily and based on Employee's own judgment and not on any representations or promises other than those contained in this Agreement.

I. Effective Date

This Agreement shall take effect on March 7, 2026.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the City of Temecula has caused this Agreement to be signed and executed on its behalf by its City Manager and executed by the Employee.

City of Temecula, a general law City and California municipal corporation

Dated: _____ By: _____
Aaron Adams, City Manager

ATTEST:

_____
Randi Johl, Director of Legislative Affairs/
City Clerk

Approved as to form:

_____
Peter M. Thorson, City Attorney

In signing this Agreement, Employee understands and agrees that their employment status is that of an **at-will employee** and that their rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Temecula which might otherwise apply to employees of the City. Employee further acknowledges that they were given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: _____

_____
Employee Signature

_____
Employee Name (printed)

ATTACHMENT A

Classification Specification

Assistant City Manager

Established Date: 07/01/2014

Class Code: 101008

Revision Date: 08/07/2024

DESCRIPTION:

DEFINITION

Under general direction of the City Manager, performs highly responsible managerial, administrative, and analytical work in support of City administration, and directs and manages the operations of Economic Development.

DISTINGUISHING CHARACTERISTICS

The Assistant City Manager is an Executive Management level classification. The employee assists the City Manager with the overall administration of the City. The employee is a member of the City's Executive Management team and acts with a high level of independence while performing difficult professional, managerial and administrative work on behalf of the City Manager. This employee requires strong analytical and administrative skills, as well as diplomacy in managing complex and sensitive assignments and projects. The Assistant City Manager is distinguished from the Deputy City Manager by the level of responsibility assumed and the complexity of duties assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager or his/her designee.

Supervision is exercised.

EXAMPLES OF DUTIES:

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

- Provides professional analysis and advice to the City Manager, City Council, and department representatives regarding legal requirements and administrative practices; conducts complex research and analysis for a variety of organizational projects and services; reviews, analyzes, and makes recommendations on state and federal legislation affecting municipal operations

- Coordinates activities of the City Manager's Office with other City departments and outside agencies; participates in developing and implementing policies, procedures, and objectives to ensure efficient, effective, and consistent delivery of services; identifies operational problems

and issues and works with departments to resolve them; serves as department head in the absence of the City Manager

- Selects, trains, coaches, motivates, manages and evaluates the work of lower-level staff; sets work priorities and establishes and revises policies and procedures; directs staff training and development; determines and executes disciplinary actions; recommends and oversees the use of consultants and outside professional services

- Represents the City before the City Council, community, outside agencies, and professional organizations; makes public presentations to groups such as the City Council, boards and commissions, citizen groups, developers, and other public agencies; serves as the primary liaison with federal, regional, and local agencies; collaborates with interested parties in meetings with developers, architects, engineers, contractors, and other public agencies

- Serves as a member of the City's executive management team, assisting the City Manager with the City's overall administrative and policy planning process

- Manages the preparation and administration of the budgets and assigned capital improvement projects; assists with the preparation of the budget for the City Manager's Office and related non-departmental accounts

- Keeps abreast of changes in federal, state, and local laws, rules and regulations; monitors projects to ensure City and Agency compliance with applicable statutes and regulations

- Manages and/or directs special projects, as assigned

- Represents and acts on behalf of the City Manager, as directed

- Prepares and writes a variety of reports and documentation, including personnel matters, after action event and incident reporting, and organizational updates

- Performs other duties of a similar nature

MINIMUM QUALIFICATIONS:

A combination of education, experience, and training that has provided the necessary knowledge, skills, and abilities is required for entry into the classification. The City of Temecula utilizes equivalencies to substitute two years of applicable experience and similar responsibility for one year of college in order for a candidate to meet Minimum Qualifications. A typical combination of education, experience, and training for this classification includes:

EDUCATION AND/OR EXPERIENCE

Bachelor's Degree from an accredited college/university in Public Administration, Business Administration, Urban Planning or a closely related field; and nine (9) years of management and/or administrative experience in general municipal government administration, and economic development. Master's Degree in Public Administration, Business Administration, or a related field is desirable.

KNOWLEDGE, SKILLS & ABILITIES

Knowledge of:

- Principles and practices of municipal government administration
- Principles, practices, and operations of urban planning, community development, and real estate management
- Applicable federal, state, and local laws, ordinances, regulations, and guidelines governing City administration
- Principles of municipal budget development and contract administration
- Principles and practices of public relations
- Principles of employee supervision, training, and performance evaluation
- Methods and techniques of research, statistical analysis and report preparation
- Occupational hazards and safety measures appropriate to work performed

Skill to:

- Operate various types of standard office equipment, including a personal computer and related software
- Operate a motor vehicle in a safe manner

Ability to:

- Analyze a variety of complex administrative and organizational problems and make sound policy and procedural recommendations
- Develop and implement goals, objectives, policies, and procedures
- Provide professional leadership and direction for the City and the department
- Effectively and accurately analyze complex data in order to determine consequences, identify alternatives, and draw logical conclusions
- Negotiate and manage contracts with consultants and developers and effectively represent the City in meetings with various individuals and organizations
- Identify and respond to community and City Council issues, concerns, and needs
- Communicate clearly and effectively, both orally and in writing, including making public presentations and preparing comprehensive written reports

- Evaluate situations, identify problems, and exercise sound independent judgment within established guidelines
- Interpret, explain, and apply policies, procedures, laws, codes, and regulations pertaining to City administration
- Establish and maintain courteous, cooperative. and effective working relationships with those encountered in the course of work
- Supervise, plan, train, direct, and evaluate the work of lower level staff
- Prepare accurate, comprehensive, and precise written reports and analyses
- Plan, organize, and prioritize multiple projects and tasks in order to meet strict deadlines
- Prepare budgets and allocate limited resources in a cost effective manner
- Use proper English, spelling, grammar and punctuation
- Serve as emergency services worker in the event of an emergency

LICENSES AND/OR CERTIFICATES

Possession of a valid California Class C driver's license and an acceptable driving record.

SPECIAL REQUIREMENTS

Satisfactory results from a background investigation and administrative screening. The administrative screening may include a pre-employment drug screening for positions which are designated as safety sensitive or security sensitive, including but not limited to being responsible for the care and custody of children and operating heavy equipment.

Required to work outside of regular work hours (e.g. evenings, holidays and weekends) to attend meetings and special events.

WORKING CONDITIONS & PHYSICAL DEMANDS:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand and sit; talk or hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. The employee frequently stands or walks, and lifts and moves records and documents or objects weighing up to 50 pounds alone, and up to 100 pounds with assistance. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

The employee is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve complex problems; use math and

mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions; and interact with officials and the public, including occasionally dissatisfied or quarrelsome individuals.

The employee typically works in office conditions; the noise level is frequently quiet or moderately quiet, at or below 50 decibels. The employee is required to attend evening meetings and to travel to different redevelopment sites and public and private facilities.

SUPPLEMENTAL INFORMATION:
Flexibly Staffed: No
FLSA Status: Exempt
Conflict of Interest: Form 700 Required
Department: City Manager
Bonding Required: Yes

AT-WILL EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF TEMECULA AND
ELIZABETH G. LOWREY

This employment agreement ("Agreement") is entered into by the City of Temecula ("City") and Elizabeth G. Lowrey, Assistant to the City Manager ("Employee"), each a "Party" and collectively the "Parties." In addition to the terms and conditions of this Agreement, employee is a participant in the City's Management Compensation Plan and entitled to the benefits provided therewith.

Recitals

City desires to employ Employee as an at-will employee in the position of Assistant to the City Manager. Employee desires to be the Assistant to the City Manager and acknowledges that such employment is at-will and that either Party may lawfully terminate employment at any time with or without cause.

Employee agrees that they have no property interest in continued employment and shall not be provided with any right to a pre-disciplinary hearing or to appeal any determination by the City that employee be terminated.

The City desires, and Employee agrees that Employee shall serve at the will of the City as managed and determined by the City Manager, unless or until this Agreement is terminated.

NOW THEREFORE, the City agrees to hire Employee, subject to the terms and conditions identified below.

AGREEMENT

Section 1: **TERM**

The effective date of this Agreement shall be July 1, 2026, and shall remain in full force and effect unless or until terminated by either Party. Any severance provided in Section 8 is a post-employment benefit and does not create any expectation of continued employment for any period of time.

Section 2: **DUTIES**

A. City engages Employee as the Assistant to the City Manager to perform the functions and duties specified in the Classification Specification for the position (Attachment "A", incorporated herein by this reference), as the same may be modified by the City Manager, and to perform such other legally permissible and proper duties and functions as the City Manager shall assign.

B. Employee agrees that to the best of their ability and experience that they will at all times conscientiously perform the duties and obligations required, either express or implied, by the terms of this Agreement, the ordinances, resolutions and adopted policies of the City

of Temecula and the laws and regulations of the State of California and the United States.

C. As a public employee, Employee is required to work a full and complete work week pursuant to the established work schedule as determined by the City Manager, and devote whatever time is necessary to fulfill the employment responsibilities and duties as identified in this Agreement. Employee's job classification is exempt from overtime requirements under the federal Fair Labor Standards Act (FLSA) or California law, based on the executive/administrative nature of the position and salary.

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Employee agrees to focus their professional time, ability and attention to City business during the term of this Agreement. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the City Manager. This does not preclude Employee from volunteering their services to other entities or individuals as long as such volunteer services are not in conflict or significantly interfere with the services to be provided by Employee under this Agreement. Employee shall comply with all applicable state and local conflict-of-interest, incompatible activities, and ethics codes or policies.

Section 5: COMPENSATION

As compensation for the services to be rendered by Employee, City agrees to pay Employee a base starting salary of no less than $226,720.00 per year, payable in twenty-six biweekly installments on the City's regular payroll schedule and subject to customary withholding. Salary adjustments (merit increases), if any, during the term of this Agreement shall be at the sole discretion of the City Manager based upon the evaluation of Employee's job performance and within the base salary range established or otherwise approved by the City Council. Any and all adjustments shall be in accordance with City personnel policies and procedures.

Section 6: PERFORMANCE EVALUATION

At least annually, the City Manager or their designee will review and evaluate the performance of Employee as the Assistant to the City Manager. The purpose of the review shall be to provide the Employee with feedback on the performance of their duties; progress in meeting, achieving, or exceeding the City Council or City Manager's defined goals, objectives, priorities, activities, and programs; and to identify areas requiring improvement and how such improvement may be accomplished. Failure of the City to provide a performance evaluation for Employee shall not limit the City's ability to terminate this Agreement, as provided herein.

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thereof together with the applicable Severance Payment, provided for below.

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B. Termination by Employee

Employee may terminate their employment for any reason, at any time, with or without cause. Employee is encouraged to provide the City with at least thirty days' prior written notice of resignation whenever practicable.

If Employee voluntarily resigns from their employment or retires without a request by the City, the City shall have no obligation to pay any Severance Payment provided in this Section.

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Termination "for cause" shall include, but is not limited to: (i) conviction of any crime involving an "abuse of office or position" as defined in Government Code Section 53243.4; (ii) conviction of a felony or misdemeanor with a nexus to the workplace; (iii) purposely violating City policies or procedures; (iv) insubordination; (v) willful destruction, theft, misappropriation, or misuse of City property or funds; (vi) intoxication on duty; (x) unexcused absence; (xi) dishonesty, fraud, or misconduct in office; (xii) engaging in unlawful discrimination, harassment, or retaliation; (xiii) gross negligent acts or omissions that materially and adversely impedes or disrupts the operations of the City and/or is detrimental to employees or public safety; (xiv) engaging in willful political activity during working hours while using City resources in violation of Government Code section 3201, *et seq.*; (xv) other failure of good behavior that causes material discredit to the City.

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Section 9: **EXECUTIVE COMPENSATION LIMITATIONS**

A. Abuse of Office Conviction

In the event that Employee is convicted of a crime involving an abuse of their office or position as set forth in Government Code section 53243.4, Employee shall fully reimburse any compensation paid to Employee pursuant to Government Code section 53243.2. Such reimbursed compensation shall include but is not limited to: (i) Paid Administrative Leave paid to Employee during any pending investigation; (ii) provided funds for any criminal defense during Employee's employment with the City; or (iii) any cash settlement, Severance Payment, or any portion thereof related to the termination of Employee's employment with the City.

B. Determination by CalPERS

The City makes no representation or guarantee as to whether any of the compensation or payments in this Agreement are subject to CalPERS service credit or pensionable income, and Employee acknowledges that such determinations by CalPERS are outside of the City's control. Employee assumes full risk as to any action or determination by CalPERS regarding the qualifications of service credit or pensionable income related to the compensation or payments made under this Agreement, and Employee agrees they shall have no recourse against City due to any decision or action by CalPERS.

Section 10: **INDEMNIFICATION**

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 *et seq*.), City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension thereto. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, City shall have no duty to indemnify, defend, or hold Employee harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by Employee.

Section 11: **GENERAL PROVISIONS**

A. Notice

Any notices required by this Agreement shall be in writing and either delivered in person or by first class, certified, return receipt requested US Mail with postage prepaid. Such notice shall be addressed as follows:

TO CITY:
City Manager
City of Temecula
41000 Main Street
Temecula, CA 92590

TO EMPLOYEE:
Elizabeth G. Lowrey
Most recent address on file in Human Resources.

B. Entire Agreement

The text of this Agreement shall constitute the entire and exclusive agreement between the Parties, and construed as a whole, according to its fair meaning. This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by Employee and City. Any uncertainty or ambiguity shall not be construed against any one Party.

All prior oral or written communications understanding or agreements between the Parties, not set forth herein, shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment

This Agreement is not assignable by either the City or Employee.

D. Severability

In the event of any inconsistencies between the rules, policies and regulations of the City, this Agreement shall govern. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Dispute Resolution

Any dispute between the Parties shall be submitted to final and binding arbitration pursuant to the rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a single arbitrator chosen pursuant to AAA rules and shall be conducted pursuant to the AAA rules and the California Arbitration Act. The arbitrator shall have the authority to allow discovery, including depositions, shall render a decision in writing that fully explains the decision, and may award the same categories of relief which may be awarded by a California Superior Court jury or judge.

Parties shall be empowered to present evidence, both oral and documentary, to cross examine adverse witnesses, and to present argument, both written and oral. Each party shall bear their own attorney's fees and arbitration costs including witness fees, subpoena fees, and other charges incurred at the discretion of the Employee and the Employee's counsel.

The City shall bear the full costs of the arbitrator and all other expenses unique to the arbitration process. The arbitrator may award attorney’s fees to the prevailing party if such an award could be made in a California Superior Court. This arbitration provision shall apply to all claims for which

arbitration is legally applicable in contract, tort or statute including but not limited to the California Fair Employment and Housing Act, Title VII of the U.S. Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, the Americans With Disabilities Act, and all other statutes and regulations applicable to the employment relationship.

G. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in the County of Riverside.

H. Acknowledgement

Employee acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement, and that Employee has read and understands this Agreement and is fully aware of its legal effect. Employee represents that they have entered into this Agreement freely and voluntarily and based on Employee's own judgment and not on any representations or promises other than those contained in this Agreement.

I. Effective Date

This Agreement shall take effect on July 1, 2026.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the City of Temecula has caused this Agreement to be signed and executed on its behalf by its City Manager and executed by the Employee.

City of Temecula, a general law City and California municipal corporation

Dated: _____ By: _____
Aaron Adams, City Manager

ATTEST:

_____
Randi Johl, Director of Legislative Affairs/
City Clerk

Approved as to form:

_____
Peter M. Thorson, City Attorney

In signing this Agreement, Employee understands and agrees that their employment status is that of an **at-will employee** and that their rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Temecula which might otherwise apply to employees of the City. Employee further acknowledges that they were given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: _____

_____
Employee Signature

_____
Employee Name (printed)

ATTACHMENT A

Classification Specification

Assistant to the City Manager

Established Date: 07/01/2014

Class Code: 103008

Revision Date: 07/01/2026

DESCRIPTION:

DEFINITION

Under administrative direction, performs a broad range of the most complex and sensitive administrative support functions in support to the City Manager and Assistant City Managers.

DISTINGUISHING CHARACTERISTICS

The Assistant to the City Manager is a single-position, at-will classification at the Executive Management level. The employee manages critical and/or sensitive projects and priority initiatives established by the City Council, providing high-level research, analysis, and reports, monitoring legislative and other intergovernmental activities, overseeing citywide public outreach and public relations programs, and acting as liaison between the City Manager's office and the public. Serves as the City's primary Public Information Officer responsible for leading, managing and directing the work of the Office of Public Information. The employee oversees assigned administrative support staff and serves as the primary administrative support staff member performing a high level of complex and sensitive duties. The employee requires a thorough knowledge of departmental operations, policies, and procedures, and involves the frequent use of tact, discretion, initiative and independent judgment.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager or his/her designee.

Supervision is exercised.

EXAMPLES OF DUTIES:

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

- Plans, organizes and coordinates the activities of assigned functions, programs and projects; develops strategies and programs for implementing the City's goals and objectives

- Works closely with the City Manager, Assistant City Manager, Deputy City Manager and Department Directors on matters pertaining to assigned functions, programs and projects; conducts major analytical and research assignments and develops recommendations related to a variety of administrative and operational issues with Citywide impact; Provides assistance to

the City Council including special projects as assigned and serves as the project manager for the annual State of the City

- Researches and prepares written and oral reports recommending improvement of services, implementation of new program, changes in organizational design and measures to improve efficiency of operations or community support

- Oversees the Office of Public Information which serves as the lead for citywide public outreach, branding and public relations programs related to assigned functions

- Oversees the development and implementation of goals, objectives, and priorities for each assigned service area within the Office of Public Information

- Oversees and performs professional public service communication duties involving the coordination and dissemination of information to the public and media; including citywide digital and print publications, social media content, eblasts, channel 3 content, newsletters, emergency crisis communications, related webpage content, press releases and presentations to the community

- Develops and creates public information and education materials, fact sheets, brochures, pamphlets, presentations to the community, FAQs, surveys and other materials

- Oversees the development of methods and techniques for accomplishing improved communication between the City and community

- Coordinates with departments to ensure information to the community is clear, accurate and comprehensive

- Oversees and works with staff to plan, organize and launch programs and materials of public interest

- Develops and assists in the development of strategies to accomplish City goals and objectives

- Prepares and/or reviews drafts of proposed agreements; negotiates terms and conditions; consults with legal counsel on the preparation of contracts and legal filings; monitors the progress of legal filings on behalf of the City

- Selects, supervises, motivates, plans, trains, directs, and evaluates the work of lower-level staff; prepares and presents employee performance reviews; develops and establishes work methods and standards; conducts or directs staff training and development; reviews and evaluates employee performance; works with employees to correct deficiencies; implements disciplinary procedures; recommends employee terminations

- Oversees the work of consultants, contractors, advising attorneys and community project team members; coordinates activities with those of outside agencies, community groups and other City employees

- Receives and responds to requests for public information; responds to citizen inquiries on a variety of topics related to assigned activities

- Directs and participates in the preparation of correspondence, reports, resolutions, ordinances, contracts, presentation materials, etc.; researches, prepares and presents oral and written reports

- Represents the City in multi-jurisdictional meetings and with community groups, advisory boards and other governmental agencies; serves as liaison to commissions, boards and inter-agency task forces/committees

- Creates and/or Makes Presentations to the general public or outside organizations

- Monitors legislative and other intergovernmental activities affecting the City and prepares and/or coordinates appropriate responses to legislation impacting operations of the City and/or community at large

- Prepares and writes a variety of reports and documentation, including detailed Risk Management incident reports

- Performs other duties of a similar nature

MINIMUM QUALIFICATIONS:

A combination of education, experience, and training that has provided the necessary knowledge, skills, and abilities is required for entry into the classification. The City of Temecula utilizes equivalencies to substitute two years of applicable experience and similar responsibility for one year of college in order for a candidate to meet Minimum Qualifications. A typical combination of education, experience, and training for this classification includes:

EDUCATION AND/OR EXPERIENCE

Bachelor's Degree from an accredited college/university in Public Administration, Business Administration or related field; and five (5) years of highly responsible municipal management experience, or any combination of education and experience that provides equivalent knowledge, skills and abilities. Master's Degree is desired.

KNOWLEDGE, SKILLS & ABILITIES

Knowledge of:

- Principles and practices of municipal government administration

- Principles of contract administration and grant applications

- Principles and practices of public relations

- Principles of employee supervision, training, and performance evaluation

- Methods and techniques of research, statistical analysis and report preparation

- Occupational hazards and safety measures appropriate to work performed

Skill to:

- Operate various types of standard office equipment, including a personal computer and related software

- Operate a motor vehicle in a safe manner

Ability to:

- Exercise the judgment, initiative, decisiveness, and creativity required in situations involving the direction, control, and planning of multiple programs, and in critical or unexpected situations involving considerable risk or loss to the organization
- Analyze a variety of complex administrative and organizational problems and make sound policy and procedural recommendations
- Develop and implement goals, objectives, policies, and procedures
- Provide professional leadership and direction for the City, and the department
- Effectively and accurately analyze complex data in order to determine consequences, identify alternatives, and draw logical conclusions
- Negotiate and manage contracts with consultants and developers, and effectively represent the City in meetings with various individuals and organizations
- Identify and respond to community and City Council issues, concerns, and needs
- Communicate clearly and effectively, both orally and in writing, including making public presentations, and preparing comprehensive written reports
- Use proper English, spelling, grammar and punctuation
- Evaluate situations, identify problems, and exercise sound independent judgment within established guidelines
- Interpret, explain, and apply policies, procedures, laws, codes, and regulations pertaining to City administration
- Establish and maintain courteous, cooperative, and effective working relationships with those encountered in the course of work
- Supervise, plan, train, direct, and evaluate the work of lower-level staff
- Prepare accurate, comprehensive, and precise written reports and analyses
- Plan, organize, and prioritize multiple projects and tasks in order to meet strict deadlines
- Serve as emergency services worker in the event of an emergency

LICENSES AND/OR CERTIFICATES

SPECIAL REQUIREMENTS

Satisfactory results from a background investigation and administrative screening. The administrative screening may include a pre-employment drug screening for positions which are designated as safety sensitive or security sensitive, including but not limited to being responsible for the care and custody of children and operating heavy equipment.

May be required to occasionally work outside of regular work hours (e.g. evenings, holidays, and weekends).

WORKING CONDITIONS & PHYSICAL DEMANDS:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand and sit; talk or hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. The employee frequently stands or walks and lifts and moves records and documents or objects weighing up to 50 pounds alone, and up to 100 pounds with assistance. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

The employee is regularly required to use written and oral communication skills; read and interpret data; use math and mathematical reasoning; analyze and solve problems; learn and apply new information; perform highly detailed work on multiple, concurrent tasks; meet intensive and changing deadlines and interact with City staff, customers, vendors, contractors, and the public.

The employee typically works in office conditions; the noise level is frequently quiet or moderately quiet, at or below 50 decibels.

SUPPLEMENTAL INFORMATION:

Flexibly Staffed: No
FLSA Status: Exempt
Conflict of Interest: Required
Department: City Manager
Bonding Required: No

AT-WILL EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF TEMECULA AND
MICHAEL HESLIN

This employment agreement ("Agreement") is entered into by the City of Temecula ("City") and Michael Heslin, Director of Information Technology/Support Services ("Employee"), each a "Party" and collectively the "Parties." In addition to the terms and conditions of this Agreement, employee is a participant in the City's Management Compensation Plan and entitled to the benefits provided therewith.

Recitals

City desires to employ Employee as an at-will employee in the position of Director of Information Technology/Support Services. Employee desires to be the Director of Information Technology/Support Services and acknowledges that such employment is at-will and that either Party may lawfully terminate employment at any time with or without cause.

Employee agrees that they have no property interest in continued employment and shall not be provided with any right to a pre-disciplinary hearing or to appeal any determination by the City that employee be terminated.

The City desires, and Employee agrees that Employee shall serve at the will of the City as managed and determined by the City Manager, unless or until this Agreement is terminated.

NOW THEREFORE, the City agrees to hire Employee, subject to the terms and conditions identified below.

AGREEMENT

Section 1: TERM

The effective date of this Agreement shall be July 1, 2026 and shall remain in full force and effect unless or until terminated by either Party. Any severance provided in Section 8 is a post-employment benefit and does not create any expectation of continued employment for any period of time.

Section 2: DUTIES

A. City engages Employee as the Director of Information Technology/Support Services to perform the functions and duties specified in the Classification Specification for the position (Attachment "A", incorporated herein by this reference), as the same may be modified by the City Manager, and to perform such other legally permissible and proper duties and functions as the City Manager shall assign.

B. Employee agrees that to the best of their ability and experience that they will at all times conscientiously perform the duties and obligations required, either express or implied, by the terms of this Agreement, the ordinances, resolutions and adopted policies of the City

of Temecula and the laws and regulations of the State of California and the United States.

C. As a public employee, Employee is required to work a full and complete work week pursuant to the established work schedule as determined by the City Manager, and devote whatever time is necessary to fulfill the employment responsibilities and duties as identified in this Agreement. Employee's job classification is exempt from overtime requirements under the federal Fair Labor Standards Act (FLSA) or California law, based on the executive/administrative nature of the position and salary.

Section 3: AT-WILL EMPLOYMENT

Employee is an at-will employee and serves at the will and pleasure of the City through the City Manager. The City and employee each retain the option of terminating the employment relationship between them at any time, for any reason, subject to the provisions in Section 8.

Section 4: EXCLUSIVE EMPLOYMENT

Employee agrees to focus their professional time, ability and attention to City business during the term of this Agreement. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the City Manager. This does not preclude Employee from volunteering their services to other entities or individuals as long as such volunteer services are not in conflict or significantly interfere with the services to be provided by Employee under this Agreement. Employee shall comply with all applicable state and local conflict-of-interest, incompatible activities, and ethics codes or policies.

Section 5: COMPENSATION

As compensation for the services to be rendered by Employee, City agrees to pay Employee a base starting salary of no less than $269,505.60 per year, payable in twenty-six biweekly installments on the City's regular payroll schedule and subject to customary withholding. Salary adjustments (merit increases), if any, during the term of this Agreement shall be at the sole discretion of the City Manager based upon the evaluation of Employee's job performance and within the base salary range established or otherwise approved by the City Council. Any and all adjustments shall be in accordance with City personnel policies and procedures.

Section 6: PERFORMANCE EVALUATION

At least annually, the City Manager or their designee will review and evaluate the performance of Employee as the Director of Information Technology/Support Services. The purpose of the review shall be to provide the Employee with feedback on the performance of their duties; progress in meeting, achieving, or exceeding the City Council or City Manager's defined goals, objectives, priorities, activities, and programs; and to identify areas requiring improvement and how such improvement may be accomplished. Failure of the City to provide a performance evaluation for Employee shall not limit the City's ability to terminate this Agreement, as provided herein.

Section 7: **BENEFITS**

A. Retirement

As an employee of the City of Temecula, Employee will be enrolled in the California Public Employees Retirement System (CalPERS) retirement plan, in the applicable miscellaneous plan for this job classification, as determined by CalPERS and City resolutions in effect from time to time, as such plan may be amended by the City Council. The specific benefit formula and employee contribution rate shall be those applicable to Employee's CalPERS membership status (*i.e.*, "classic" or "PEPRA") under CalPERS rules.

B. Automobile Allowance

Employee shall receive a monthly automobile allowance of $400 in lieu of mileage reimbursement, except as otherwise provided in the Auto Allowance Administrative Guideline. Auto allowance will only be provided when Employee is in an active, paid status and will be discontinued during any period of unpaid leave in a manner consistent with Section 19.1 of the Management Compensation Plan. Employee will not receive auto allowance while on end-of-service leave.

C. Retention Benefit

If the City's General Fund Reserves are fully funded at the then-established standards of the City Council, the City's Retention Benefit outlined in this section may be offered to Employee at the discretion of the City Manager.

After completing five years of executive service with the City, if Employee has achieved the highest possible overall performance rating on three out of their last five annual performance evaluations, they shall be eligible to receive a Retention Benefit in an amount equal to the then-applicable maximum normal annual contribution limit to an Internal Revenue Code Section 457(b) Deferred Compensation Plan. This amount shall be paid as income in twenty-six biweekly installments on the City's normal payroll schedule, subject to customary withholding. Employee may elect to place these funds in a City-sponsored Internal Revenue Code Section 457(b) Deferred Compensation Plan as allowable by law. If Employee's employment with the City should end prior to the full distribution of a Retention Benefit, Employee shall be paid for all earned Retention Benefit disbursements not yet received at the time Employee receives their final paycheck.

D. Other Executive Management benefits

Unless otherwise specified, Employee shall receive all benefits specified in the City's Management Compensation Plan for Management Staff, which may be amended, modified, or terminated at any time and without prior notice by City, subject to applicable law.

Section 8: **TERMINATION AND SEVERANCE PAY**

A. Termination Without Cause, Severance Agreement

City may terminate Employee at any time without cause by providing Employee written notice

thereof together with the applicable Severance Payment, provided for below.

If Employee is terminated without cause, or the City requests Employee's resignation, Employee shall be provided a Severance Payment equal to six months of their normal monthly base salary less any and all applicable or legally required deductions. The Severance Payment shall also include the value of all benefits including retirement, cafeteria allotments/health and welfare coverage and any other City-provided benefit excluding leave accruals and automobile allowance payments. The Severance Payment shall be paid in a lump sum on the next available pay date as soon as administratively practicable following the effective date of separation.

B. Termination by Employee

Employee may terminate their employment for any reason, at any time, with or without cause. Employee is encouraged to provide the City with at least thirty days' prior written notice of resignation whenever practicable.

If Employee voluntarily resigns from their employment or retires without a request by the City, the City shall have no obligation to pay any Severance Payment provided in this Section.

C. Termination for Cause

City may immediately terminate Employee's employment with the City and this Agreement at any time by providing written notice of termination for cause to Employee. In the event the Employee is terminated for cause, the City shall have no obligation to pay any Severance Payment provided in this Section.

Termination "for cause" shall include, but is not limited to: (i) conviction of any crime involving an "abuse of office or position" as defined in Government Code Section 53243.4; (ii) conviction of a felony or misdemeanor with a nexus to the workplace; (iii) purposely violating City policies or procedures; (iv) insubordination; (v) willful destruction, theft, misappropriation, or misuse of City property or funds; (vi) intoxication on duty; (x) unexcused absence; (xi) dishonesty, fraud, or misconduct in office; (xii) engaging in unlawful discrimination, harassment, or retaliation; (xiii) gross negligent acts or omissions that materially and adversely impedes or disrupts the operations of the City and/or is detrimental to employees or public safety; (xiv) engaging in willful political activity during working hours while using City resources in violation of Government Code section 3201, *et seq.*; (xv) other failure of good behavior that causes material discredit to the City.

D. Waiver of Administrative Proceedings

Employee expressly waives any right to pre-termination or post-termination disciplinary review or appeal proceedings set forth under the City's Employment Policies or provided under state or federal law, except where such waiver is prohibited.

E. Effect of Termination

Regardless of the form of Employee's termination of employment with the City, Employee shall be paid for all accrued, unused Comprehensive Annual Leave and Executive Leave, as provided for in this Agreement and required by law.

Section 9: **EXECUTIVE COMPENSATION LIMITATIONS**

A. Abuse of Office Conviction

In the event that Employee is convicted of a crime involving an abuse of their office or position as set forth in Government Code section 53243.4, Employee shall fully reimburse any compensation paid to Employee pursuant to Government Code section 53243.2. Such reimbursed compensation shall include but is not limited to: (i) Paid Administrative Leave paid to Employee during any pending investigation; (ii) provided funds for any criminal defense during Employee's employment with the City; or (iii) any cash settlement, Severance Payment, or any portion thereof related to the termination of Employee's employment with the City.

B. Determination by CalPERS

The City makes no representation or guarantee as to whether any of the compensation or payments in this Agreement are subject to CalPERS service credit or pensionable income, and Employee acknowledges that such determinations by CalPERS are outside of the City's control. Employee assumes full risk as to any action or determination by CalPERS regarding the qualifications of service credit or pensionable income related to the compensation or payments made under this Agreement, and Employee agrees they shall have no recourse against City due to any decision or action by CalPERS.

Section 10: **INDEMNIFICATION**

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 *et seq*.), City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension thereto. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, City shall have no duty to indemnify, defend, or hold Employee harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by Employee.

Section 11: **GENERAL PROVISIONS**

A. Notice

Any notices required by this Agreement shall be in writing and either delivered in person or by first class, certified, return receipt requested US Mail with postage prepaid. Such notice shall be addressed as follows:

TO CITY:
City Manager
City of Temecula
41000 Main Street
Temecula, CA 92590

TO EMPLOYEE:
Michael Heslin
Most recent address on file in Human Resources.

B. Entire Agreement

The text of this Agreement shall constitute the entire and exclusive agreement between the Parties, and construed as a whole, according to its fair meaning. This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by Employee and City. Any uncertainty or ambiguity shall not be construed against any one Party.

All prior oral or written communications understanding or agreements between the Parties, not set forth herein, shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment

This Agreement is not assignable by either the City or Employee.

D. Severability

In the event of any inconsistencies between the rules, policies and regulations of the City, this Agreement shall govern. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Dispute Resolution

Any dispute between the Parties shall be submitted to final and binding arbitration pursuant to the rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a single arbitrator chosen pursuant to AAA rules and shall be conducted pursuant to the AAA rules and the California Arbitration Act. The arbitrator shall have the authority to allow discovery, including depositions, shall render a decision in writing that fully explains the decision, and may award the same categories of relief which may be awarded by a California Superior Court jury or judge.

Parties shall be empowered to present evidence, both oral and documentary, to cross examine adverse witnesses, and to present argument, both written and oral. Each party shall bear their own attorney's fees and arbitration costs including witness fees, subpoena fees, and other charges incurred at the discretion of the Employee and the Employee's counsel.

The City shall bear the full costs of the arbitrator and all other expenses unique to the arbitration process. The arbitrator may award attorney’s fees to the prevailing party if such an award could be made in a California Superior Court. This arbitration provision shall apply to all claims for which

arbitration is legally applicable in contract, tort or statute including but not limited to the California Fair Employment and Housing Act, Title VII of the U.S. Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, the Americans With Disabilities Act, and all other statutes and regulations applicable to the employment relationship.

G. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in the County of Riverside.

H. Acknowledgement

Employee acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement, and that Employee has read and understands this Agreement and is fully aware of its legal effect. Employee represents that they have entered into this Agreement freely and voluntarily and based on Employee's own judgment and not on any representations or promises other than those contained in this Agreement.

I. Effective Date

This Agreement shall take effect on July 1, 2026.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the City of Temecula has caused this Agreement to be signed and executed on its behalf by its City Manager and executed by the Employee.

City of Temecula, a general law City and California municipal corporation

Dated: _____ By: _____
Aaron Adams, City Manager

ATTEST:

_____
Randi Johl, Director of Legislative Affairs/
City Clerk

Approved as to form:

_____
Peter M. Thorson, City Attorney

In signing this Agreement, Employee understands and agrees that their employment status is that of an **at-will employee** and that their rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Temecula which might otherwise apply to employees of the City. Employee further acknowledges that they were given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: _____

_____
Employee Signature

_____
Employee Name (printed)

ATTACHMENT A

Classification Specification

Director of Information Technology/ Support Services

Established Date: 07/01/2014

Class Code: 700008

Revision Date: 08/27/2021

DESCRIPTION:

DEFINITION

Under general direction, creates and guides the implementation of the overall information technology strategy for the City and performs work of considerable difficulty leading, planning, directing and managing the activities of Information Technology (IT) and Support Services. The employee is accountable for setting the direction for Citywide Technology strategy, and directing and managing Information Technology and Support Services. The employee performs a variety of high-level administrative and professional duties and directs and supervises staff and activities in the City's Information Technology (IT) and Support Services. The employee is expected to exercise independent judgment and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager. The employee must also participate actively in addressing issues of concern to the City that at times may not have a direct impact on the employee's area of specialization.

DISTINGUISHING CHARACTERISTICS

The Director of Information Technology/Support Services is a single-position, at-will classification at the Executive Management level. The employee is accountable for setting the direction for Citywide Technology strategy, and directing and managing Information Technology and Support Services. The Director of Information Technology/Support Services is distinguished from lower level staff by assuming the highest level of assignments and responsibilities within his/her department.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager or his/her designee.

Supervision is exercised.

EXAMPLES OF DUTIES:

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

- Directs, manages and oversees the operations of the City's Information Technology and Support Services Department; collaborates with City Council, appointed boards and commissions and the City's executive management team; develops, implements and monitors long-term strategies, goals and objectives in support of the City's vision, mission and core values

- Implements policies and procedures related to Information Technology, provides highly responsible professional and technical staff assistance to the City Manager, and operating departments; serves as a liaison to the public; serves as a member of the City's executive management team

- Establishes, interprets and enforces operating policies that are consistent with the City's objectives and organizational policies; evaluates the results of overall operations and service levels and provides regular reports

- Manages, directs and coordinates all services and activities of Information Technology and Support Services; manages and directs department divisions and programs, including Core Infrastructure and Technical Support, Enterprise Application Services, Geographic Information Systems (GIS), Media Services and Support Services

- Develops and administers the annual operating budget in collaboration with the City Manager's Office; identifies related needs and is responsible for the effective use of resources within authorized budget allocations

- Defines the responsibilities, authority and accountability of all direct subordinate managers and provides them with regular performance evaluations and general guidance

- Directs the preparation of requests for proposals, reviews proposals, and selects and hires consultants for selected projects

- Develops long-term strategic planning to identify fiscal resources necessary to implement the City's priorities

- Advises, and otherwise provides assistance to the City Manager, the City Council, other City personnel, outside agencies, and the public regarding department related issues

- Represents the City, or delegates such authority, in relations with the community, advisory committees, local, county, state, and federal agencies, other departments, and professional organizations

- Directs and oversees IT programs and improvement measures and reports the outcomes to senior level management and employees, outside agencies, committees, task forces, commissions, boards, community groups and the public

- Develops service-related issue plans for forecasting long-range department operational and capital improvement needs, and presents reports to the City Council, City Manager and Department Heads

- Performs complex managerial work in information technology; provides information technology guidance, support and services to the City Manager and Department Heads on proposed policy and procedural changes affecting department operations

- Manages key security issues relating to City information systems including disaster recovery planning.

- Plans, organizes and implements system analysis and design; system development and implementation, programming, user support and training, installation of security systems, network operations, infrastructure, help desk operation and software and equipment acquisitions

- Oversees the City's community emergency notification system
- Guides and manages the development of strategic technological vision that aligns with the strategic business requirements of the City
- Selects, supervises, motivates, plans, trains, directs, and evaluates staff; prepares and presents employee performance reviews; provides/coordinates staff training; works with employees to correct deficiencies; implements disciplinary procedures; recommends employee terminations; approves time sheets and expense reports
- Advises, coaches and mentors management and supervisory staff on leadership, training, safety and disciplinary matters; develops training programs and provides effective and positive motivational leadership to department staff
- Works collaboratively with other City departments to ensure consistent and comprehensive information technology services for the City
- Identifies and analyzes the City's information service needs; establishes and directs the City's strategic long term goals, policies and procedures
- Manages and participates in the IT Master Plan; provides strategic advice on evaluation, selection, implementation and maintenance of information systems
- Develops City policies and procedures and ensures compliance with local, state and federal laws and regulations; informs and advises on all information technology and support services issues including reviewing and interpreting laws and regulations affecting the City
- Directs and oversees IT programs and improvement measures and reports the outcomes to senior level management and employees, outside agencies, committees, task forces, commissions, boards, community groups and the public
- Provides commitment to continuous process improvements and exceptional customer service in support of the City's vision, mission and core values
- Develops cooperative professional relationships with representatives of outside agencies, media reporters and editors, federal, state and other public sector organizations, community leaders, private consultants and citizens
- Formulates the strategy for Citywide information technology training requirements and coordinates the training program
- Serves as City Technology Representative on a variety of boards, commissions and committees; prepares and presents staff reports and other necessary correspondence
- Manages the installation, maintenance, operation and support of the City's Geographic Information System
- Manages the evaluation, research, implementation, training, support, and maintenance of enterprise applications
- Oversees the installation, configuration, maintenance, repair, optimization and performance monitoring of the City IT infrastructure including servers, SAN, storage, switches, firewalls, security systems, archive devices, redundant power systems, and related networking devices and connections.

- Directs and administers the City's telecommunication system, including telephone system, cellular phones, mobile devices; oversees, monitors, reviews and approves telecommunication and utility invoices

- Directs and manages the City Media Services function including the planning, design and production of public meetings, content for City website, public via social networking sites, eGovernment Services, and visual presentations.

- Manages the operations within Support Services, including mailroom, copy services, Tech Support, and front reception

- Prepares and writes a variety of reports and documentation, including detailed Risk Management incident reports

- Performs other duties of a similar nature

MINIMUM QUALIFICATIONS:

A combination of education, experience, and training that has provided the necessary knowledge, skills, and abilities is required for entry into the classification. The City of Temecula utilizes equivalencies to substitute two years of applicable experience and similar responsibility for one year of college in order for a candidate to meet Minimum Qualifications. A typical combination of education, experience, and training for this classification includes:

EDUCATION AND/OR EXPERIENCE

Bachelor's Degree from an accredited college/university with a major in Management Information Systems, Information Technology, Computer Science or a closely related field; and seven (7) years of progressively responsible professional information technology experience, including four (4) years in a management capacity. Master's Degree in a related field is desired.

KNOWLEDGE, SKILLS & ABILITIES

Knowledge of:

- Principles, practices and theories of information technology, information systems and information management

- Operational characteristics, services and activities of a support services program including telecommunication systems, wireless/radio communications and graphic arts

- Rules, regulations, policies and procedures of an information technology department

- Operations, services and activities of comprehensive information technology programs

- Strategic planning principles, practices and procedures

- Organizational structure, and overall operation, mission and goals of the City

- Project management techniques and procedures

- Capabilities of emerging technology and systems; computer systems, hardware and software and their capabilities and limitations; trends and developments in the field of information technology, including telecommunications and videos

- Principles and procedures of a Citywide telecommunication system; theories related to wireless/radio communications, telecommunications and network communications

- Business applications for computer hardware and software

- Principles and practices of management and supervision including effective leadership styles and methods; supervisory practices and procedures including training, performance evaluation, and discipline

- Methods of determining program needs; principles and practices of administration and program development

- Principles and practices of municipal budget preparation and administration

- Pertinent federal, state, and local laws governing information technology operations

- Recent developments, current literature and sources of information related to information technology services, planning and administration

- Public relations practices and techniques

- Research methods and report writing; statistical analysis; record keeping practices and procedures

- Occupational hazards and safety measures appropriate to work performed

Skill to:

- Operate various types of standard office equipment, including a personal computer and related software, hardware, and testing devices

- Operate a motor vehicle in a safe manner

Ability to:

- Provide leadership and strategic direction, and oversee the activities and functions of Information Technology and Support Services

- Work independently and manage and prioritize work

- Conduct research and analyze complex issues, develop, recommend, and implement solutions; effectively apply knowledge and principles

- Represent the City before both public and private sector agencies

- Identify and respond appropriately to issues, concerns and needs

- Develop, implement and administer goals, objectives and procedures for providing effective and efficient services which meet the needs of the City

- Direct the development of policies and regulations; manage a broad range of diverse projects simultaneously

- Prepare clear and concise administrative and financial reports and other correspondence

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals; make recommendations to management

- Identify and evaluate new technology and gauge the appropriateness for the City; adapt to changing technologies and learn functionality of new equipment and systems

- Deploy and manage a web enabled environment and e-commerce technology; coordinate a Citywide telecommunications system and network

- Communicate respectfully and effectively with a diverse internal and external customer base; maintain confidentiality of information; remain calm, and exercise sound judgment when dealing with sensitive, complex, tense and/or confrontational situations

- Manage, organize, review and evaluate the work of employees; effectively train and provide professional development opportunities for staff; motivate employees to achieve goals and objectives

- Communicate clearly and concisely verbally and in writing; prepare and maintain accurate written reports, correspondence, and other written materials

- Use proper English, spelling, grammar and punctuation

- Establish and maintain courteous, cooperative, and effective working relationships with those encountered in the course of work

- Supervise, plan, train, direct, and evaluate the work of lower level staff

- Serve as emergency services worker in the event of an emergency

LICENSES AND/OR CERTIFICATES

Possession of a valid California Class C driver's license and an acceptable driving record.

SPECIAL REQUIREMENTS

Satisfactory results from a background investigation and administrative screening. The administrative screening may include a pre-employment drug screening for positions which are designated as safety sensitive or security sensitive, including but not limited to being responsible for the care and custody of children and operating heavy equipment.

May be required to occasionally work outside of regular work hours (e.g. evenings, holidays and weekends) to attend meetings and special events.

WORKING CONDITIONS & PHYSICAL DEMANDS:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand and sit; talk or hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. The employee frequently stands or walks, and lifts and moves records and documents or objects weighing up to 50 pounds alone, and up to 100 pounds with assistance. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

The employee is regularly required to use written and oral communication skills; read and interpret financial and statistical data, information and documents; analyze and solve problems; observe and interpret people and situations; learn and apply new information or skills; perform highly detailed work on multiple, concurrent tasks; work under intensive deadlines; and interact with staff and others encountered in the course of work.

The employee typically works in office conditions; the noise level is frequently quiet or moderately quiet, at or below 50 decibels. The employee may be required to travel to work sites or other locations for meetings.

SUPPLEMENTAL INFORMATION:
Flexibly Staffed: No
FLSA Status: Exempt
Conflict of Interest: Form 700 Required
Department: Information Technology/Support Services
Bonding Required: No

AT-WILL EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF TEMECULA AND
ERICA RUSSO

This employment agreement ("Agreement") is entered into by the City of Temecula ("City") and Erica Russo, Director of Community Services ("Employee"), each a "Party" and collectively the "Parties." In addition to the terms and conditions of this Agreement, employee is a participant in the City's Management Compensation Plan and entitled to the benefits provided therewith.

Recitals

City desires to employ Employee as an at-will employee in the position of Director of Community Services. Employee desires to be the Director of Community Services and acknowledges that such employment is at-will and that either Party may lawfully terminate employment at any time with or without cause.

Employee agrees that they have no property interest in continued employment and shall not be provided with any right to a pre-disciplinary hearing or to appeal any determination by the City that employee be terminated.

The City desires, and Employee agrees that Employee shall serve at the will of the City as managed and determined by the City Manager, unless or until this Agreement is terminated.

NOW THEREFORE, the City agrees to hire Employee, subject to the terms and conditions identified below.

AGREEMENT

Section 1: TERM

The effective date of this Agreement shall be July 1, 2026 and shall remain in full force and effect unless or until terminated by either Party. Any severance provided in Section 8 is a post-employment benefit and does not create any expectation of continued employment for any period of time.

Section 2: DUTIES

A. City engages Employee as the Director of Community Services to perform the functions and duties specified in the Classification Specification for the position (Attachment "A", incorporated herein by this reference), as the same may be modified by the City Manager, and to perform such other legally permissible and proper duties and functions as the City Manager shall assign.

B. Employee agrees that to the best of their ability and experience that they will at all times conscientiously perform the duties and obligations required, either express or implied, by the terms of this Agreement, the ordinances, resolutions and adopted policies of the City of Temecula and the laws and regulations of the State of California and the United States.

C. As a public employee, Employee is required to work a full and complete work week pursuant to the established work schedule as determined by the City Manager, and devote whatever time is necessary to fulfill the employment responsibilities and duties as identified in this Agreement. Employee's job classification is exempt from overtime requirements under the federal Fair Labor Standards Act (FLSA) or California law, based on the executive/administrative nature of the position and salary.

Section 3: AT-WILL EMPLOYMENT

Employee is an at-will employee and serves at the will and pleasure of the City through the City Manager. The City and employee each retain the option of terminating the employment relationship between them at any time, for any reason, subject to the provisions in Section 8.

Section 4: EXCLUSIVE EMPLOYMENT

Employee agrees to focus their professional time, ability and attention to City business during the term of this Agreement. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the City Manager. This does not preclude Employee from volunteering their services to other entities or individuals as long as such volunteer services are not in conflict or significantly interfere with the services to be provided by Employee under this Agreement. Employee shall comply with all applicable state and local conflict-of-interest, incompatible activities, and ethics codes or policies.

Section 5: COMPENSATION

As compensation for the services to be rendered by Employee, City agrees to pay Employee a base starting salary of no less than $269,505.60 per year, payable in twenty-six biweekly installments on the City's regular payroll schedule and subject to customary withholding. Salary adjustments (merit increases), if any, during the term of this Agreement shall be at the sole discretion of the City Manager based upon the evaluation of Employee's job performance and within the base salary range established or otherwise approved by the City Council. Any and all adjustments shall be in accordance with City personnel policies and procedures.

Section 6: PERFORMANCE EVALUATION

At least annually, the City Manager or their designee will review and evaluate the performance of Employee as the Director of Community Services. The purpose of the review shall be to provide the Employee with feedback on the performance of their duties; progress in meeting, achieving, or exceeding the City Council or City Manager's defined goals, objectives, priorities, activities, and programs; and to identify areas requiring improvement and how such improvement may be accomplished. Failure of the City to provide a performance evaluation for Employee shall not limit the City's ability to terminate this Agreement, as provided herein.

Section 7: **BENEFITS**

A. Retirement

As an employee of the City of Temecula, Employee will be enrolled in the California Public Employees Retirement System (CalPERS) retirement plan, in the applicable miscellaneous plan for this job classification, as determined by CalPERS and City resolutions in effect from time to time, as such plan may be amended by the City Council. The specific benefit formula and employee contribution rate shall be those applicable to Employee's CalPERS membership status (*i.e.*, "classic" or "PEPRA") under CalPERS rules.

B. Automobile Allowance

Employee shall receive a monthly automobile allowance of $400 in lieu of mileage reimbursement, except as otherwise provided in the Auto Allowance Administrative Guideline. Auto allowance will only be provided when Employee is in an active, paid status and will be discontinued during any period of unpaid leave in a manner consistent with Section 19.1 of the Management Compensation Plan. Employee will not receive auto allowance while on end-of-service leave.

C. Retention Benefit

If the City's General Fund Reserves are fully funded at the then-established standards of the City Council, the City's Retention Benefit outlined in this section may be offered to Employee at the discretion of the City Manager.

After completing five years of executive service with the City, if Employee has achieved the highest possible overall performance rating on three out of their last five annual performance evaluations, they shall be eligible to receive a Retention Benefit in an amount equal to the then-applicable maximum normal annual contribution limit to an Internal Revenue Code Section 457(b) Deferred Compensation Plan. This amount shall be paid as income in twenty-six biweekly installments on the City's normal payroll schedule, subject to customary withholding. Employee may elect to place these funds in a City-sponsored Internal Revenue Code Section 457(b) Deferred Compensation Plan as allowable by law. If Employee's employment with the City should end prior to the full distribution of a Retention Benefit, Employee shall be paid for all earned Retention Benefit disbursements not yet received at the time Employee receives their final paycheck.

D. Other Executive Management benefits

Unless otherwise specified, Employee shall receive all benefits specified in the City's Management Compensation Plan for Management Staff, which may be amended, modified, or terminated at any time and without prior notice by City, subject to applicable law.

Section 8: **TERMINATION AND SEVERANCE PAY**

A. Termination Without Cause, Severance Agreement

City may terminate Employee at any time without cause by providing Employee written notice

thereof together with the applicable Severance Payment, provided for below.

If Employee is terminated without cause, or the City requests Employee's resignation, Employee shall be provided a Severance Payment equal to six months of their normal monthly base salary less any and all applicable or legally required deductions. The Severance Payment shall also include the value of all benefits including retirement, cafeteria allotments/health and welfare coverage and any other City-provided benefit excluding leave accruals and automobile allowance payments. The Severance Payment shall be paid in a lump sum on the next available pay date as soon as administratively practicable following the effective date of separation.

B. Termination by Employee

Employee may terminate their employment for any reason, at any time, with or without cause. Employee is encouraged to provide the City with at least thirty days' prior written notice of resignation whenever practicable.

If Employee voluntarily resigns from their employment or retires without a request by the City, the City shall have no obligation to pay any Severance Payment provided in this Section.

C. Termination for Cause

City may immediately terminate Employee's employment with the City and this Agreement at any time by providing written notice of termination for cause to Employee. In the event the Employee is terminated for cause, the City shall have no obligation to pay any Severance Payment provided in this Section.

Termination "for cause" shall include, but is not limited to: (i) conviction of any crime involving an "abuse of office or position" as defined in Government Code Section 53243.4; (ii) conviction of a felony or misdemeanor with a nexus to the workplace; (iii) purposely violating City policies or procedures; (iv) insubordination; (v) willful destruction, theft, misappropriation, or misuse of City property or funds; (vi) intoxication on duty; (x) unexcused absence; (xi) dishonesty, fraud, or misconduct in office; (xii) engaging in unlawful discrimination, harassment, or retaliation; (xiii) gross negligent acts or omissions that materially and adversely impedes or disrupts the operations of the City and/or is detrimental to employees or public safety; (xiv) engaging in willful political activity during working hours while using City resources in violation of Government Code section 3201, *et seq.*; (xv) other failure of good behavior that causes material discredit to the City.

D. Waiver of Administrative Proceedings

Employee expressly waives any right to pre-termination or post-termination disciplinary review or appeal proceedings set forth under the City's Employment Policies or provided under state or federal law, except where such waiver is prohibited.

E. Effect of Termination

Regardless of the form of Employee's termination of employment with the City, Employee shall be paid for all accrued, unused Comprehensive Annual Leave and Executive Leave, as provided for in this Agreement and required by law.

Section 9: **EXECUTIVE COMPENSATION LIMITATIONS**

A. Abuse of Office Conviction

In the event that Employee is convicted of a crime involving an abuse of their office or position as set forth in Government Code section 53243.4, Employee shall fully reimburse any compensation paid to Employee pursuant to Government Code section 53243.2. Such reimbursed compensation shall include but is not limited to: (i) Paid Administrative Leave paid to Employee during any pending investigation; (ii) provided funds for any criminal defense during Employee's employment with the City; or (iii) any cash settlement, Severance Payment, or any portion thereof related to the termination of Employee's employment with the City.

B. Determination by CalPERS

The City makes no representation or guarantee as to whether any of the compensation or payments in this Agreement are subject to CalPERS service credit or pensionable income, and Employee acknowledges that such determinations by CalPERS are outside of the City's control. Employee assumes full risk as to any action or determination by CalPERS regarding the qualifications of service credit or pensionable income related to the compensation or payments made under this Agreement, and Employee agrees they shall have no recourse against City due to any decision or action by CalPERS.

Section 10: **INDEMNIFICATION**

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 *et seq*.), City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension thereto. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, City shall have no duty to indemnify, defend, or hold Employee harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by Employee.

Section 11: **GENERAL PROVISIONS**

A. Notice

Any notices required by this Agreement shall be in writing and either delivered in person or by first class, certified, return receipt requested US Mail with postage prepaid. Such notice shall be addressed as follows:

TO CITY:
City Manager
City of Temecula
41000 Main Street
Temecula, CA 92590

TO EMPLOYEE:
Erica Russo
Most recent address on file in Human Resources.

B. Entire Agreement

The text of this Agreement shall constitute the entire and exclusive agreement between the Parties, and construed as a whole, according to its fair meaning. This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by Employee and City. Any uncertainty or ambiguity shall not be construed against any one Party.

All prior oral or written communications understanding or agreements between the Parties, not set forth herein, shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment

This Agreement is not assignable by either the City or Employee.

D. Severability

In the event of any inconsistencies between the rules, policies and regulations of the City, this Agreement shall govern. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Dispute Resolution

Any dispute between the Parties shall be submitted to final and binding arbitration pursuant to the rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a single arbitrator chosen pursuant to AAA rules and shall be conducted pursuant to the AAA rules and the California Arbitration Act. The arbitrator shall have the authority to allow discovery, including depositions, shall render a decision in writing that fully explains the decision, and may award the same categories of relief which may be awarded by a California Superior Court jury or judge.

Parties shall be empowered to present evidence, both oral and documentary, to cross examine adverse witnesses, and to present argument, both written and oral. Each party shall bear their own attorney's fees and arbitration costs including witness fees, subpoena fees, and other charges incurred at the discretion of the Employee and the Employee's counsel.

The City shall bear the full costs of the arbitrator and all other expenses unique to the arbitration process. The arbitrator may award attorney’s fees to the prevailing party if such an award could be made in a California Superior Court. This arbitration provision shall apply to all claims for which

arbitration is legally applicable in contract, tort or statute including but not limited to the California Fair Employment and Housing Act, Title VII of the U.S. Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, the Americans With Disabilities Act, and all other statutes and regulations applicable to the employment relationship.

G. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in the County of Riverside.

H. Acknowledgement

Employee acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement, and that Employee has read and understands this Agreement and is fully aware of its legal effect. Employee represents that they have entered into this Agreement freely and voluntarily and based on Employee's own judgment and not on any representations or promises other than those contained in this Agreement.

I. Effective Date

This Agreement shall take effect on July 1, 2026.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the City of Temecula has caused this Agreement to be signed and executed on its behalf by its City Manager and executed by the Employee.

City of Temecula, a general law City and California municipal corporation

Dated: _____ By: _____
Aaron Adams, City Manager

ATTEST:

_____
Randi Johl, Director of Legislative Affairs/
City Clerk

Approved as to form:

_____
Peter M. Thorson, City Attorney

In signing this Agreement, Employee understands and agrees that their employment status is that of an **at-will employee** and that their rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Temecula which might otherwise apply to employees of the City. Employee further acknowledges that they were given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: _____

_____
Employee Signature

_____
Employee Name (printed)

ATTACHMENT A

Classification Specification

Director of Community Services

Established Date: 07/01/2014

Class Code: 600008

Revision Date: 07/24/2024

DESCRIPTION:

DEFINITION

Under general direction, plans, directs, and coordinates the activities of the Community Services Department including park development, acquisition and rehabilitation, recreation programs, cultural arts classes, special events, youth and senior services, volunteer services and facilities maintenance; implements policies and establishes procedures related to department functions; develops and administers the department budget; establishes and maintains liaison to the public; establishes and maintains liaison with various community and cultural groups; serves as a member of the City's executive management team; performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Director of Community Services is a single-position, at-will classification at the Executive Management level. The employee requires an advanced generalist's knowledge of park development and administration, and the development and implementation of community services programs and special events. The employee performs a variety of high-level administrative and professional duties and directs and supervises staff and activities in the City's Community Services Department. The employee is expected to exercise independent judgment, wisdom, common sense, and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager. The employee must also actively participate in addressing issues of concern to the City that, at times may not have a direct impact on the employee's area of specialization. The Director of Community Services is distinguished from lower level staff by assuming the highest level of assignments and responsibilities within his/her department.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager or his/her designee.

Supervision is exercised.

EXAMPLES OF DUTIES:

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

- Develops and implements policies and regulations relating to recreational activity, facility and vehicle maintenance, park development, special events and community services

- Plans, directs, and coordinates the Community Services Department activities and services; develops procedures to conduct activities; ensures that activities are conducted in accordance with related laws, ordinances, rules and regulations; develops comprehensive plans to satisfy future needs for department services

- Provides staff assistance to the City Council, Community Services Commission and related committees and commissions

- Develops and implements policies relating to the use of land for development of parks and related facilities; assists in the acquisition of land for future park(s) and facilities; inspects future park sites and work in progress

- Coordinates and directs the preparation of grant applications as appropriate to secure funding for park development projects; ensures that funds are allocated and expended as stipulated by the grant

- Directs the preparation of requests for proposals, reviews proposals and selects and hires consultants for selected projects

- Advertises and reviews construction bids for selected projects; supervises and inspects completed work; acts as contract administrator on projects involving parks and park facilities

- Administers contractual agreements with school districts, other governmental agencies, and private organizations; manages park maintenance through departmental staff or contract services; maintains liaison with contracting agencies and service providers; ensures adherence with contract provisions

- Prepares and administers the budget for the Community Services department; participates in discussions regarding most effective utilization of available City funds and setting of priorities

- Develops long-term strategic planning to identify fiscal resources necessary to implement the City's priorities

- Administers Capital Improvement Projects

- Advises, and otherwise provides assistance to the City Manager, the City Council, other City personnel, outside agencies, and the public regarding department related issues

- Selects, supervises, motivates, plans, trains, directs, and evaluates the work of lower level staff; prepares and presents employee performance reviews; develops and establishes work methods and standards; conducts or directs staff training and development; reviews and evaluates employee performance; works with employees to correct deficiencies; implements disciplinary procedures; recommends employee terminations

- Represents the City, or delegates such authority, in relations with the community, advisory committees, local, county, state, and federal agencies, other departments, and professional organizations

- Promotes and coordinates volunteerism

- Prepares and writes a variety of reports and documentation, including detailed Risk Management incident reports

- Performs other duties of a similar nature

MINIMUM QUALIFICATIONS:

A combination of education, experience, and training that has provided the necessary knowledge, skills, and abilities is required for entry into the classification. The City of Temecula utilizes equivalencies to substitute two years of applicable experience and similar responsibility for one year of college in order for a candidate to meet Minimum Qualifications. A typical combination of education, experience, and training for this classification includes:

EDUCATION AND/OR EXPERIENCE

Bachelor's Degree from an accredited college/university with substantial course work in Recreation, Sociology, Public Administration or a related field; and at least seven (7) years of increasingly responsible professional experience in public recreation and community services with included experience in administration of a variety of community services programs. At least three (3) years in a management/supervisory capacity. Master's Degree in a related field is desirable.

KNOWLEDGE, SKILLS & ABILITIES

Knowledge of:

- Extensive knowledge of the principles and practices of public leisure programs and community services, including recreation and senior services
- Inter-governmental and private leisure programs, facilities, and resources
- Pertinent laws, ordinances, rules and regulations related to assessment districts
- Tax assessment and assessment district administration
- Principles and practices of landscape maintenance programs
- Community organization and methods for assessing and stimulating meaningful public interest and participation; program evaluation methods; role of citizen committees, organization of city government, and the effective methods of professional leadership within this framework
- Principles and practices of budget preparation and administration
- Grant application procedures and administration
- Principles and practices of personnel administration, supervision and training
- Occupational hazards and safety measures appropriate to work performed

Skill to:

- Operate various types of standard office equipment, including a personal computer and related software
- Operate a motor vehicle in a safe manner

Ability to:

- Analyze and make sound recommendations on complex community services and park administration issues; evaluate alternatives and make appropriate, creative recommendations
- Exercise sound, independent judgment and initiative within established guidelines
- Interpret City rules, policies and procedures and applicable local state and federal legislation
- Communicate respectfully and effectively with a diverse internal and external customer base; maintain confidentiality of information; remain calm, and exercise sound judgment when dealing with sensitive, complex, tense and/or confrontational situations
- Establish and maintain courteous, cooperative, and effective working relationships with those encountered in the course of work
- Manage a major function within the City
- Communicate effectively both orally and in writing
- Use proper English, spelling, grammar and punctuation
- Plan, organize, and carry out studies and analyses; prepare clear, complete, and technically accurate reports, correspondence, analytical studies and other written materials using standard office and computer equipment; analyze data, develop recommendations based on findings, and reach sound and defensible conclusions; collect data
- Work effectively with various governmental agencies, private firms, and the general public
- Analyze situations and take effective action
- Speak before groups, organizations, regulatory bodies and professional meetings
- Respond constructively to conflict and develop effective resolutions
- Supervise, plan, train, direct, and evaluate the work of lower level staff
- Serve as emergency services worker in the event of an emergency

LICENSES AND/OR CERTIFICATES

Possession of a valid California Class C driver's license and an acceptable driving record.

SPECIAL REQUIREMENTS

Satisfactory results from a background investigation and administrative screening. The administrative screening may include a pre-employment drug screening for positions which are designated as safety sensitive or security sensitive, including but not limited to being responsible for the care and custody of children and operating heavy equipment.

May be required to occasionally work outside of regular work hours (e.g. evenings, holidays and weekends) to attend meetings and special events.

WORKING CONDITIONS & PHYSICAL DEMANDS:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand and sit; talk or hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. The employee frequently stands or walks, and lifts and moves records and documents or objects weighing up to 50 pounds alone, and up to 100 pounds with assistance. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

The employee is regularly required to use written and oral communication skills; read and interpret data; use math and mathematical reasoning; analyze and solve problems; learn and apply new information; perform highly detailed work on multiple, concurrent tasks; meet intensive and changing deadlines and interact with City staff, customers, vendors, contractors, and the public.

The employee typically works in office conditions; the noise level is frequently quiet or moderately quiet, at or below 50 decibels.

SUPPLEMENTAL INFORMATION:
Flexibly Staffed: No
FLSA Status: Exempt
Conflict of Interest: Form 700 Required
Department: Community Services
Bonding Required: No

AT-WILL EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF TEMECULA AND
RANDIP JOHL OLSON

This employment agreement ("Agreement") is entered into by the City of Temecula ("City") and Randip Johl Olson, Director of Legislative Affairs/City Clerk ("Employee"), each a "Party" and collectively the "Parties." In addition to the terms and conditions of this Agreement, employee is a participant in the City's Management Compensation Plan and entitled to the benefits provided therewith.

Recitals

City desires to employ Employee as an at-will employee in the position of Director of Legislative Affairs/City Clerk. Employee desires to be the Director of Legislative Affairs/City Clerk and acknowledges that such employment is at-will and that either Party may lawfully terminate employment at any time with or without cause.

Employee agrees that they have no property interest in continued employment and shall not be provided with any right to a pre-disciplinary hearing or to appeal any determination by the City that employee be terminated.

The City desires, and Employee agrees that Employee shall serve at the will of the City as managed and determined by the City Manager, unless or until this Agreement is terminated.

NOW THEREFORE, the City agrees to hire Employee, subject to the terms and conditions identified below.

AGREEMENT

Section 1: TERM

The effective date of this Agreement shall be July 1, 2026 and shall remain in full force and effect unless or until terminated by either Party. Any severance provided in Section 8 is a post-employment benefit and does not create any expectation of continued employment for any period of time.

Section 2: DUTIES

A. City engages Employee as the Director of Legislative Affairs/City Clerk to perform the functions and duties specified in the Classification Specification for the position (Attachment "A", incorporated herein by this reference), as the same may be modified by the City Manager, and to perform such other legally permissible and proper duties and functions as the City Manager shall assign.

B. Employee agrees that to the best of their ability and experience that they will at all times conscientiously perform the duties and obligations required, either express or implied, by the terms of this Agreement, the ordinances, resolutions and adopted policies of the City

of Temecula and the laws and regulations of the State of California and the United States.

C. As a public employee, Employee is required to work a full and complete work week pursuant to the established work schedule as determined by the City Manager, and devote whatever time is necessary to fulfill the employment responsibilities and duties as identified in this Agreement. Employee's job classification is exempt from overtime requirements under the federal Fair Labor Standards Act (FLSA) or California law, based on the executive/administrative nature of the position and salary.

Section 3: AT-WILL EMPLOYMENT

Employee is an at-will employee and serves at the will and pleasure of the City through the City Manager. The City and employee each retain the option of terminating the employment relationship between them at any time, for any reason, subject to the provisions in Section 8.

Section 4: EXCLUSIVE EMPLOYMENT

Employee agrees to focus their professional time, ability and attention to City business during the term of this Agreement. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the City Manager. This does not preclude Employee from volunteering their services to other entities or individuals as long as such volunteer services are not in conflict or significantly interfere with the services to be provided by Employee under this Agreement. Employee shall comply with all applicable state and local conflict-of-interest, incompatible activities, and ethics codes or policies.

Section 5: COMPENSATION

As compensation for the services to be rendered by Employee, City agrees to pay Employee a base starting salary of no less than $269,505.60 per year, payable in twenty-six biweekly installments on the City's regular payroll schedule and subject to customary withholding. Salary adjustments (merit increases), if any, during the term of this Agreement shall be at the sole discretion of the City Manager based upon the evaluation of Employee's job performance and within the base salary range established or otherwise approved by the City Council. Any and all adjustments shall be in accordance with City personnel policies and procedures.

Section 6: PERFORMANCE EVALUATION

At least annually, the City Manager or their designee will review and evaluate the performance of Employee as the Director of Legislative Affairs/City Clerk. The purpose of the review shall be to provide the Employee with feedback on the performance of their duties; progress in meeting, achieving, or exceeding the City Council or City Manager's defined goals, objectives, priorities, activities, and programs; and to identify areas requiring improvement and how such improvement may be accomplished. Failure of the City to provide a performance evaluation for Employee shall not limit the City's ability to terminate this Agreement, as provided herein.

Section 7: **BENEFITS**

A. Retirement

As an employee of the City of Temecula, Employee will be enrolled in the California Public Employees Retirement System (CalPERS) retirement plan, in the applicable miscellaneous plan for this job classification, as determined by CalPERS and City resolutions in effect from time to time, as such plan may be amended by the City Council. The specific benefit formula and employee contribution rate shall be those applicable to Employee's CalPERS membership status (*i.e.*, "classic" or "PEPRA") under CalPERS rules.

B. Automobile Allowance

Employee shall receive a monthly automobile allowance of $400 in lieu of mileage reimbursement, except as otherwise provided in the Auto Allowance Administrative Guideline. Auto allowance will only be provided when Employee is in an active, paid status and will be discontinued during any period of unpaid leave in a manner consistent with Section 19.1 of the Management Compensation Plan. Employee will not receive auto allowance while on end-of-service leave.

C. Retention Benefit

If the City's General Fund Reserves are fully funded at the then-established standards of the City Council, the City's Retention Benefit outlined in this section may be offered to Employee at the discretion of the City Manager.

After completing five years of executive service with the City, if Employee has achieved the highest possible overall performance rating on three out of their last five annual performance evaluations, they shall be eligible to receive a Retention Benefit in an amount equal to the then-applicable maximum normal annual contribution limit to an Internal Revenue Code Section 457(b) Deferred Compensation Plan. This amount shall be paid as income in twenty-six biweekly installments on the City's normal payroll schedule, subject to customary withholding. Employee may elect to place these funds in a City-sponsored Internal Revenue Code Section 457(b) Deferred Compensation Plan as allowable by law. If Employee's employment with the City should end prior to the full distribution of a Retention Benefit, Employee shall be paid for all earned Retention Benefit disbursements not yet received at the time Employee receives their final paycheck.

D. Other Executive Management benefits

Unless otherwise specified, Employee shall receive all benefits specified in the City's Management Compensation Plan for Management Staff, which may be amended, modified, or terminated at any time and without prior notice by City, subject to applicable law.

Section 8: **TERMINATION AND SEVERANCE PAY**

A. Termination Without Cause, Severance Agreement

City may terminate Employee at any time without cause by providing Employee written notice

thereof together with the applicable Severance Payment, provided for below.

If Employee is terminated without cause, or the City requests Employee's resignation, Employee shall be provided a Severance Payment equal to six months of their normal monthly base salary less any and all applicable or legally required deductions. The Severance Payment shall also include the value of all benefits including retirement, cafeteria allotments/health and welfare coverage and any other City-provided benefit excluding leave accruals and automobile allowance payments. The Severance Payment shall be paid in a lump sum on the next available pay date as soon as administratively practicable following the effective date of separation.

B. Termination by Employee

Employee may terminate their employment for any reason, at any time, with or without cause. Employee is encouraged to provide the City with at least thirty days' prior written notice of resignation whenever practicable.

If Employee voluntarily resigns from their employment or retires without a request by the City, the City shall have no obligation to pay any Severance Payment provided in this Section.

C. Termination for Cause

City may immediately terminate Employee's employment with the City and this Agreement at any time by providing written notice of termination for cause to Employee. In the event the Employee is terminated for cause, the City shall have no obligation to pay any Severance Payment provided in this Section.

Termination "for cause" shall include, but is not limited to: (i) conviction of any crime involving an "abuse of office or position" as defined in Government Code Section 53243.4; (ii) conviction of a felony or misdemeanor with a nexus to the workplace; (iii) purposely violating City policies or procedures; (iv) insubordination; (v) willful destruction, theft, misappropriation, or misuse of City property or funds; (vi) intoxication on duty; (x) unexcused absence; (xi) dishonesty, fraud, or misconduct in office; (xii) engaging in unlawful discrimination, harassment, or retaliation; (xiii) gross negligent acts or omissions that materially and adversely impedes or disrupts the operations of the City and/or is detrimental to employees or public safety; (xiv) engaging in willful political activity during working hours while using City resources in violation of Government Code section 3201, *et seq.*; (xv) other failure of good behavior that causes material discredit to the City.

D. Waiver of Administrative Proceedings

Employee expressly waives any right to pre-termination or post-termination disciplinary review or appeal proceedings set forth under the City's Employment Policies or provided under state or federal law, except where such waiver is prohibited.

E. Effect of Termination

Regardless of the form of Employee's termination of employment with the City, Employee shall be paid for all accrued, unused Comprehensive Annual Leave and Executive Leave, as provided for in this Agreement and required by law.

Section 9: **EXECUTIVE COMPENSATION LIMITATIONS**

A. Abuse of Office Conviction

In the event that Employee is convicted of a crime involving an abuse of their office or position as set forth in Government Code section 53243.4, Employee shall fully reimburse any compensation paid to Employee pursuant to Government Code section 53243.2. Such reimbursed compensation shall include but is not limited to: (i) Paid Administrative Leave paid to Employee during any pending investigation; (ii) provided funds for any criminal defense during Employee's employment with the City; or (iii) any cash settlement, Severance Payment, or any portion thereof related to the termination of Employee's employment with the City.

B. Determination by CalPERS

The City makes no representation or guarantee as to whether any of the compensation or payments in this Agreement are subject to CalPERS service credit or pensionable income, and Employee acknowledges that such determinations by CalPERS are outside of the City's control. Employee assumes full risk as to any action or determination by CalPERS regarding the qualifications of service credit or pensionable income related to the compensation or payments made under this Agreement, and Employee agrees they shall have no recourse against City due to any decision or action by CalPERS.

Section 10: **INDEMNIFICATION**

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 *et seq*.), City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension thereto. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, City shall have no duty to indemnify, defend, or hold Employee harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by Employee.

Section 11: **GENERAL PROVISIONS**

A. Notice

Any notices required by this Agreement shall be in writing and either delivered in person or by first class, certified, return receipt requested US Mail with postage prepaid. Such notice shall be addressed as follows:

TO CITY:
City Manager
City of Temecula
41000 Main Street
Temecula, CA 92590

TO EMPLOYEE:
Randip Johl Olson
Most recent address on file in Human Resources.

B. Entire Agreement

The text of this Agreement shall constitute the entire and exclusive agreement between the Parties, and construed as a whole, according to its fair meaning. This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by Employee and City. Any uncertainty or ambiguity shall not be construed against any one Party.

All prior oral or written communications understanding or agreements between the Parties, not set forth herein, shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment

This Agreement is not assignable by either the City or Employee.

D. Severability

In the event of any inconsistencies between the rules, policies and regulations of the City, this Agreement shall govern. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Dispute Resolution

Any dispute between the Parties shall be submitted to final and binding arbitration pursuant to the rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a single arbitrator chosen pursuant to AAA rules and shall be conducted pursuant to the AAA rules and the California Arbitration Act. The arbitrator shall have the authority to allow discovery, including depositions, shall render a decision in writing that fully explains the decision, and may award the same categories of relief which may be awarded by a California Superior Court jury or judge.

Parties shall be empowered to present evidence, both oral and documentary, to cross examine adverse witnesses, and to present argument, both written and oral. Each party shall bear their own attorney's fees and arbitration costs including witness fees, subpoena fees, and other charges incurred at the discretion of the Employee and the Employee's counsel.

The City shall bear the full costs of the arbitrator and all other expenses unique to the arbitration process. The arbitrator may award attorney’s fees to the prevailing party if such an award could be made in a California Superior Court. This arbitration provision shall apply to all claims for which

arbitration is legally applicable in contract, tort or statute including but not limited to the California Fair Employment and Housing Act, Title VII of the U.S. Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, the Americans With Disabilities Act, and all other statutes and regulations applicable to the employment relationship.

G. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in the County of Riverside.

H. Acknowledgement

Employee acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement, and that Employee has read and understands this Agreement and is fully aware of its legal effect. Employee represents that they have entered into this Agreement freely and voluntarily and based on Employee's own judgment and not on any representations or promises other than those contained in this Agreement.

I. Effective Date

This Agreement shall take effect on July 1, 2026.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the City of Temecula has caused this Agreement to be signed and executed on its behalf by its City Manager and executed by the Employee.

City of Temecula, a general law City and California municipal corporation

Dated: _____ By: _____
Aaron Adams, City Manager

ATTEST:

_____
Erika Ramirez, Deputy City Clerk

Approved as to form:

_____
Peter M. Thorson, City Attorney

In signing this Agreement, Employee understands and agrees that their employment status is that of an **at-will employee** and that their rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Temecula which might otherwise apply to employees of the City. Employee further acknowledges that they were given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: _____

_____
Employee Signature

_____
Employee Name (printed)

ATTACHMENT A

Classification Specification

Director of Legislative Affairs/City Clerk

Established Date: 07/01/2014

Revision Date: 08/27/2021

Class Code: 500008

DESCRIPTION:

DEFINITION

Under general direction, this position is responsible for providing direction to plan, administer, and coordinate the operations and responsibilities of the City Clerk's Department, including Legislative Affairs, and the Records Management Division.

DISTINGUISHING CHARACTERISTICS

The Director of Legislative Affairs/City Clerk is a single-position, at-will classification at the Executive Management level. The employee requires considerable independent judgment and provides technical advice to the City Manager and City Council. The employee is a member of the City's executive team and is expected to actively participate in managing a wide variety of City issues.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager or his/her designee.

Supervision is exercised.

EXAMPLES OF DUTIES:

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

- Oversees, prepares, and makes recommendations on updates to the City's Legislative Platform
- Monitors legislation through the legislative process, and provides updates on their progress to City Council Members and City management and staff; provides reports regarding the status and impact of pending legislation
- Compiles, analyzes, and communicates information on legislative issues affecting the City's internal and external stakeholders
- Provides recommendations and options for engaging on specific legislation and supporting/opposing interest groups
- Coordinates with legislative advocacy firms to influence the formation, edits, or repeal of legislation impacting the City

- Oversees, plans, coordinates and develops preparation of City Council agendas in cooperation with City Management staff

- Oversees and coordinates the publication of ordinances, resolutions and notices of hearings

- Oversees coordination, execution and administration of all City contracts; attests signatures of City Council and City Officials

- Oversees and coordinates bid opening process with initiating department, and monitors process through bid opening and award of contract

- Oversees the preparation and coordination of the publication, posting and distribution of legal notices for public meetings and hearings; ensures that legal requirements are met for publication and posting of agendas and minutes

- Oversees the processing, indexing, filing and retrieving of all official City documents; responds to inquiries from City Council Members, City management and staff, and the general public regarding Council actions, official records, and interpretation of related policies, procedures and laws; researches, compiles and analyzes data for special projects and reports, as needed

- Certifies copies of official records

- Makes presentations in various public forums; attends Mayor meetings and Executive Staff meetings

- Oversees, prepares and administers department budget

- Maintains official records of City business in accordance with federal, state and local requirements

- Schedules and coordinates appeals hearings; selects appropriate hearing officers; maintains script and background information for hearing officers; schedules recording rooms; writes and distributes all official communication for hearings

- Oversees all State Fair Political Practices Commission requirements

- Schedules and provides training for 700 Form filers, as required by law

- Manages support to Commissions; oversees all advertising, posting and lists necessary to maintain City Commissions posting requirements, including Maddy Act posting, as required by law

- Oversees and directs in the preparation of accurate and official action minutes of City Council meetings

- Plans, processes and administers municipal elections and election related matters

- Ensures all public documents and City Council actions are in the correct format, include required attachments and obtains appropriate signatures prior to recording or sending elsewhere for further action

- Directs the processing, indexing, filing and retrieving of all official City documents; oversees the response to inquiries from City Council Members, City management and staff, and the general public regarding Council actions, official records, and interpretation of related policies,

procedures and laws; researches, compiles and analyzes data for special projects and reports, as needed

- Provides assistance to the public and City staff by helping to identify records and information relevant to public records requests; ensures timely response to all requests and justifies any nondisclosure and/or ensures deletion of any portions that are exempt from the mandate of the Public Records Act

- Maintains the City Municipal Code Book; serves as the official custodian of the City Seal; administers oaths

- Prepares and presents verbal and written reports, as needed; formulates and presents proposals and recommendations

- Attends City Council meetings and other public meetings, as appropriate

- Performs Notary Public duties

- Supervises, motivates, plans, trains, directs, and evaluates the work of lower level staff

- Develops and directs the implementation of department goals, objectives, policies, procedures and work standards; coordinates departmental activities with other City departments and outside agencies

- Provides assistance to the Mayor, City Manager and City Council, as needed

- Prepares and writes a variety of reports and documentation, including detailed Risk Management incident reports

- Performs other duties of a similar nature

MINIMUM QUALIFICATIONS:

A combination of education, experience, and training that has provided the necessary knowledge, skills, and abilities is required for entry into the classification. The City of Temecula utilizes equivalencies to substitute two years of applicable experience and similar responsibility for one year of college in order for a candidate to meet Minimum Qualifications. A typical combination of education, experience, and training for this classification includes:

EDUCATION AND/OR EXPERIENCE

Bachelor's Degree from an accredited college/university in Public or Business Administration; and five (5) years of increasingly responsible analytical experience creating, maintaining and certifying records and information for a government or public entity. Three (3) years of supervisory experience is desired. Master's Degree in Public or Business Administration is desirable.

KNOWLEDGE, SKILLS & ABILITIES

Knowledge of:

- Objectives, programs, policies and procedures of a municipal clerk's office

- Pertinent federal, state, and local laws, code, and regulations related to division operations

- Pertinent legislative processes and procedures
- Political insight and understanding
- Principles and procedures of record keeping and reporting
- Procedures for administering municipal elections; familiarity with specialized electronic records management software
- Terminology of ordinances and resolutions
- Principles and procedures for municipal budgeting
- Occupational hazards and safety measures appropriate to work performed

Skill to:

- Communicate effectively with a variety of personalities in a tactful, pleasant, and professional manner
- Operate various types of standard office equipment, including a personal computer and related software
- Operate a motor vehicle in a safe manner

Ability to:

- Interpret, explain, and apply division policies and procedures and pertinent federal, state, and local laws, codes, and regulations
- Plan, organize and conduct municipal elections
- Organize and prioritize projects and tasks in order to meet strict deadlines
- Prepare and maintain accurate and precise written documents such as reports, records, forms and correspondence; establish and maintain complex records and filing systems
- Maintain professionalism, courtesy and composure at all times, including stressful situations, and handle disputes and complaints in a calm manner
- Evaluate situations, identify problems, and exercise sound independent judgment within established guidelines
- Perform assignments with a high degree of independence
- Establish and maintain courteous, cooperative, and effective working relationships with those encountered in the course of work
- Understand and follow oral and written instructions
- Communicate clearly and concisely, orally and in writing

- Communicate respectfully and effectively with a diverse internal and external customer base; maintain confidentiality of information; remain calm, and exercise sound judgment when dealing with sensitive, complex, tense and/or confrontational situations

- Use proper English, spelling, grammar and punctuation

- Supervise, plan, train, direct, and evaluate the work of lower level staff

- Serve as emergency services worker in the event of an emergency

LICENSES AND/OR CERTIFICATES

Possession of a valid California Class C driver's license and an acceptable driving record.

Certification as a Notary Public by the State of California is required within six (6) months of appointment.

Certification by the International Institute of Municipal Clerks as a Certified Municipal Clerk is desirable.

SPECIAL REQUIREMENTS

Satisfactory results from a background investigation and administrative screening. The administrative screening may include a pre-employment drug screening for positions which are designated as safety sensitive or security sensitive, including but not limited to being responsible for the care and custody of children and operating heavy equipment.

May be required to occasionally work outside of regular work hours (e.g. evenings, holidays and weekends) to attend meetings and special events.

WORKING CONDITIONS & PHYSICAL DEMANDS:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand and sit; talk or hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. The employee frequently stands or walks, and lifts and moves records and documents or objects weighing up to 50 pounds alone, and up to 100 pounds with assistance. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

The employee is regularly required to use written and oral communication skills; read and interpret data; use math and mathematical reasoning; analyze and solve problems; learn and apply new information; perform highly detailed work on multiple, concurrent tasks; meet intensive and changing deadlines and interact with City staff, officials, customers, vendors, contractors, and the general public.

The employee typically works in office conditions; the noise level is frequently quiet or moderately quiet, at or below 50 decibels.

SUPPLEMENTAL INFORMATION:
Flexibly Staffed: No
FLSA Status: Exempt
Conflict of Interest: Form 700 Required
Department: City Clerk
Bonding Required: Yes

AT-WILL EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF TEMECULA AND
MATTHEW D. PETERS

This employment agreement ("Agreement") is entered into by the City of Temecula ("City") and Matthew D. Peters, Director of Community Development ("Employee"), each a "Party" and collectively the "Parties." In addition to the terms and conditions of this Agreement, employee is a participant in the City's Management Compensation Plan and entitled to the benefits provided therewith.

Recitals

City desires to employ Employee as an at-will employee in the position of Director of Community Development. Employee desires to be the Director of Community Development and acknowledges that such employment is at-will and that either Party may lawfully terminate employment at any time with or without cause.

Employee agrees that they have no property interest in continued employment and shall not be provided with any right to a pre-disciplinary hearing or to appeal any determination by the City that employee be terminated.

The City desires, and Employee agrees that Employee shall serve at the will of the City as managed and determined by the City Manager, unless or until this Agreement is terminated.

NOW THEREFORE, the City agrees to hire Employee, subject to the terms and conditions identified below.

AGREEMENT

Section 1: TERM

The effective date of this Agreement shall be July 1, 2026 and shall remain in full force and effect unless or until terminated by either Party. Any severance provided in Section 8 is a post-employment benefit and does not create any expectation of continued employment for any period of time.

Section 2: DUTIES

A. City engages Employee as the Director of Community Development to perform the functions and duties specified in the Classification Specification for the position (Attachment "A", incorporated herein by this reference), as the same may be modified by the City Manager, and to perform such other legally permissible and proper duties and functions as the City Manager shall assign.

B. Employee agrees that to the best of their ability and experience that they will at all times conscientiously perform the duties and obligations required, either express or implied, by the terms of this Agreement, the ordinances, resolutions and adopted policies of the City

of Temecula and the laws and regulations of the State of California and the United States.

C. As a public employee, Employee is required to work a full and complete work week pursuant to the established work schedule as determined by the City Manager, and devote whatever time is necessary to fulfill the employment responsibilities and duties as identified in this Agreement. Employee's job classification is exempt from overtime requirements under the federal Fair Labor Standards Act (FLSA) or California law, based on the executive/administrative nature of the position and salary.

Section 3: AT-WILL EMPLOYMENT

Employee is an at-will employee and serves at the will and pleasure of the City through the City Manager. The City and employee each retain the option of terminating the employment relationship between them at any time, for any reason, subject to the provisions in Section 8.

Section 4: EXCLUSIVE EMPLOYMENT

Employee agrees to focus their professional time, ability and attention to City business during the term of this Agreement. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the City Manager. This does not preclude Employee from volunteering their services to other entities or individuals as long as such volunteer services are not in conflict or significantly interfere with the services to be provided by Employee under this Agreement. Employee shall comply with all applicable state and local conflict-of-interest, incompatible activities, and ethics codes or policies.

Section 5: COMPENSATION

As compensation for the services to be rendered by Employee, City agrees to pay Employee a base starting salary of no less than $276,265.60 per year, payable in twenty-six biweekly installments on the City's regular payroll schedule and subject to customary withholding. Salary adjustments (merit increases), if any, during the term of this Agreement shall be at the sole discretion of the City Manager based upon the evaluation of Employee's job performance and within the base salary range established or otherwise approved by the City Council. Any and all adjustments shall be in accordance with City personnel policies and procedures.

Section 6: PERFORMANCE EVALUATION

At least annually, the City Manager or their designee will review and evaluate the performance of Employee as the Director of Community Development. The purpose of the review shall be to provide the Employee with feedback on the performance of their duties; progress in meeting, achieving, or exceeding the City Council or City Manager's defined goals, objectives, priorities, activities, and programs; and to identify areas requiring improvement and how such improvement may be accomplished. Failure of the City to provide a performance evaluation for Employee shall not limit the City's ability to terminate this Agreement, as provided herein.

Section 7: **BENEFITS**

A. Retirement

As an employee of the City of Temecula, Employee will be enrolled in the California Public Employees Retirement System (CalPERS) retirement plan, in the applicable miscellaneous plan for this job classification, as determined by CalPERS and City resolutions in effect from time to time, as such plan may be amended by the City Council. The specific benefit formula and employee contribution rate shall be those applicable to Employee's CalPERS membership status (*i.e.*, "classic" or "PEPRA") under CalPERS rules.

B. Automobile Allowance

Employee shall receive a monthly automobile allowance of $400 in lieu of mileage reimbursement, except as otherwise provided in the Auto Allowance Administrative Guideline. Auto allowance will only be provided when Employee is in an active, paid status and will be discontinued during any period of unpaid leave in a manner consistent with Section 19.1 of the Management Compensation Plan. Employee will not receive auto allowance while on end-of-service leave.

C. Retention Benefit

If the City's General Fund Reserves are fully funded at the then-established standards of the City Council, the City's Retention Benefit outlined in this section may be offered to Employee at the discretion of the City Manager.

After completing five years of executive service with the City, if Employee has achieved the highest possible overall performance rating on three out of their last five annual performance evaluations, they shall be eligible to receive a Retention Benefit in an amount equal to the then-applicable maximum normal annual contribution limit to an Internal Revenue Code Section 457(b) Deferred Compensation Plan. This amount shall be paid as income in twenty-six biweekly installments on the City's normal payroll schedule, subject to customary withholding. Employee may elect to place these funds in a City-sponsored Internal Revenue Code Section 457(b) Deferred Compensation Plan as allowable by law. If Employee's employment with the City should end prior to the full distribution of a Retention Benefit, Employee shall be paid for all earned Retention Benefit disbursements not yet received at the time Employee receives their final paycheck.

D. Other Executive Management benefits

Unless otherwise specified, Employee shall receive all benefits specified in the City's Management Compensation Plan for Management Staff, which may be amended, modified, or terminated at any time and without prior notice by City, subject to applicable law.

Section 8: **TERMINATION AND SEVERANCE PAY**

A. Termination Without Cause, Severance Agreement

City may terminate Employee at any time without cause by providing Employee written notice

thereof together with the applicable Severance Payment, provided for below.

If Employee is terminated without cause, or the City requests Employee's resignation, Employee shall be provided a Severance Payment equal to six months of their normal monthly base salary less any and all applicable or legally required deductions. The Severance Payment shall also include the value of all benefits including retirement, cafeteria allotments/health and welfare coverage and any other City-provided benefit excluding leave accruals and automobile allowance payments. The Severance Payment shall be paid in a lump sum on the next available pay date as soon as administratively practicable following the effective date of separation.

B. Termination by Employee

Employee may terminate their employment for any reason, at any time, with or without cause. Employee is encouraged to provide the City with at least thirty days' prior written notice of resignation whenever practicable.

If Employee voluntarily resigns from their employment or retires without a request by the City, the City shall have no obligation to pay any Severance Payment provided in this Section.

C. Termination for Cause

City may immediately terminate Employee's employment with the City and this Agreement at any time by providing written notice of termination for cause to Employee. In the event the Employee is terminated for cause, the City shall have no obligation to pay any Severance Payment provided in this Section.

Termination "for cause" shall include, but is not limited to: (i) conviction of any crime involving an "abuse of office or position" as defined in Government Code Section 53243.4; (ii) conviction of a felony or misdemeanor with a nexus to the workplace; (iii) purposely violating City policies or procedures; (iv) insubordination; (v) willful destruction, theft, misappropriation, or misuse of City property or funds; (vi) intoxication on duty; (x) unexcused absence; (xi) dishonesty, fraud, or misconduct in office; (xii) engaging in unlawful discrimination, harassment, or retaliation; (xiii) gross negligent acts or omissions that materially and adversely impedes or disrupts the operations of the City and/or is detrimental to employees or public safety; (xiv) engaging in willful political activity during working hours while using City resources in violation of Government Code section 3201, *et seq.*; (xv) other failure of good behavior that causes material discredit to the City.

D. Waiver of Administrative Proceedings

Employee expressly waives any right to pre-termination or post-termination disciplinary review or appeal proceedings set forth under the City's Employment Policies or provided under state or federal law, except where such waiver is prohibited.

E. Effect of Termination

Regardless of the form of Employee's termination of employment with the City, Employee shall be paid for all accrued, unused Comprehensive Annual Leave and Executive Leave, as provided for in this Agreement and required by law.

Section 9: **EXECUTIVE COMPENSATION LIMITATIONS**

A. Abuse of Office Conviction

In the event that Employee is convicted of a crime involving an abuse of their office or position as set forth in Government Code section 53243.4, Employee shall fully reimburse any compensation paid to Employee pursuant to Government Code section 53243.2. Such reimbursed compensation shall include but is not limited to: (i) Paid Administrative Leave paid to Employee during any pending investigation; (ii) provided funds for any criminal defense during Employee's employment with the City; or (iii) any cash settlement, Severance Payment, or any portion thereof related to the termination of Employee's employment with the City.

B. Determination by CalPERS

The City makes no representation or guarantee as to whether any of the compensation or payments in this Agreement are subject to CalPERS service credit or pensionable income, and Employee acknowledges that such determinations by CalPERS are outside of the City's control. Employee assumes full risk as to any action or determination by CalPERS regarding the qualifications of service credit or pensionable income related to the compensation or payments made under this Agreement, and Employee agrees they shall have no recourse against City due to any decision or action by CalPERS.

Section 10: **INDEMNIFICATION**

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 *et seq*.), City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension thereto. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, City shall have no duty to indemnify, defend, or hold Employee harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by Employee.

Section 11: **GENERAL PROVISIONS**

A. Notice

Any notices required by this Agreement shall be in writing and either delivered in person or by first class, certified, return receipt requested US Mail with postage prepaid. Such notice shall be addressed as follows:

TO CITY:
City Manager
City of Temecula
41000 Main Street
Temecula, CA 92590

TO EMPLOYEE:
Matthew D. Peters
Most recent address on file in Human Resources.

B. Entire Agreement

The text of this Agreement shall constitute the entire and exclusive agreement between the Parties, and construed as a whole, according to its fair meaning. This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by Employee and City. Any uncertainty or ambiguity shall not be construed against any one Party.

All prior oral or written communications understanding or agreements between the Parties, not set forth herein, shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment

This Agreement is not assignable by either the City or Employee.

D. Severability

In the event of any inconsistencies between the rules, policies and regulations of the City, this Agreement shall govern. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Dispute Resolution

Any dispute between the Parties shall be submitted to final and binding arbitration pursuant to the rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a single arbitrator chosen pursuant to AAA rules and shall be conducted pursuant to the AAA rules and the California Arbitration Act. The arbitrator shall have the authority to allow discovery, including depositions, shall render a decision in writing that fully explains the decision, and may award the same categories of relief which may be awarded by a California Superior Court jury or judge.

Parties shall be empowered to present evidence, both oral and documentary, to cross examine adverse witnesses, and to present argument, both written and oral. Each party shall bear their own attorney's fees and arbitration costs including witness fees, subpoena fees, and other charges incurred at the discretion of the Employee and the Employee's counsel.

The City shall bear the full costs of the arbitrator and all other expenses unique to the arbitration process. The arbitrator may award attorney’s fees to the prevailing party if such an award could be made in a California Superior Court. This arbitration provision shall apply to all claims for which

arbitration is legally applicable in contract, tort or statute including but not limited to the California Fair Employment and Housing Act, Title VII of the U.S. Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, the Americans With Disabilities Act, and all other statutes and regulations applicable to the employment relationship.

G. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in the County of Riverside.

H. Acknowledgement

Employee acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement, and that Employee has read and understands this Agreement and is fully aware of its legal effect. Employee represents that they have entered into this Agreement freely and voluntarily and based on Employee's own judgment and not on any representations or promises other than those contained in this Agreement.

I. Effective Date

This Agreement shall take effect on July 1, 2026.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the City of Temecula has caused this Agreement to be signed and executed on its behalf by its City Manager and executed by the Employee.

City of Temecula, a general law City and California municipal corporation

Dated: _____ By: _____
Aaron Adams, City Manager

ATTEST:

_____
Randi Johl, Director of Legislative Affairs/
City Clerk

Approved as to form:

_____
Peter M. Thorson, City Attorney

In signing this Agreement, Employee understands and agrees that their employment status is that of an **at-will employee** and that their rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Temecula which might otherwise apply to employees of the City. Employee further acknowledges that they were given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: _____

_____
Employee Signature

_____
Employee Name (printed)

ATTACHMENT A

Classification Specification

Director of Community Development

Established Date: 07/01/2014

Class Code: 300008

Revision Date: 08/27/2021

DESCRIPTION:

DEFINITION

Under general direction, plans, directs, and coordinates the activities of the Community Development department; implements policies and establishes procedures related to planning, housing, code enforcement, business licensing and building inspection functions; develops and administers the department budget; establishes and maintains liaison to the public; performs related duties, as assigned.

DISTINGUISHING CHARACTERISTICS

The Director of Community Development is a single-position, at-will classification at the Executive Management level, and is responsible for the development and administration of programs designed to address primary areas of City service. The employee is expected to exercise independent judgment, wisdom, common sense, and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager. The employee must also function as a member of the City's management team and participate actively in addressing issues of concern to the City that at times may not have a direct impact on their area of specialization. The Director of Community Development is distinguished from lower level staff by assuming the highest level of assignments and responsibilities within his/her department.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager or his/her designee.

Supervision is exercised.

EXAMPLES OF DUTIES:

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

- Develops and implements policies and regulations relating to the use of land, including planning, zoning, housing, and building and safety; ensures that policies are administered equitably

- Plans, directs, and coordinates department activities and services; develops procedures to conduct activities; ensures that activities are conducted in accordance with related laws,

ordinances, rules, and regulations; develops comprehensive plans to satisfy future needs for department services

- Directs and participates in the development, maintenance, and implementation of the City's General Plan; implements and administers the Uniform Building and associated codes

- Prepares and administers the budget for the Community Development Department

- Advises, and otherwise provides assistance to the City Manager, the City Council, the Planning Commission, other citizen committees, other City personnel, and the public regarding department related issues

- Conducts or directs the conduct of studies, and the preparation and presentation of reports, regarding the use of land, development and maintenance of affordable housing, building inspection, and code enforcement in the City of Temecula and related department activities

- Administers contract services pertaining to planning, housing, code enforcement building and safety services, and other consultant services; maintains liaison with service providers and ensures adherence to contract provisions

- Selects, supervises, motivates, plans, trains, directs, and evaluates the work of lower level staff; prepares and presents employee performance reviews; provides/coordinates staff training; works with employees to correct deficiencies; implements disciplinary procedures; recommends employee terminations; approves time sheets and expense reports

- Represents the City, or delegates such authority, in relations with the community, advisory committees, local, county, state, and federal agencies, other planning and community development departments, and professional organizations

- Serves as Secretary to the Planning Commission

- Develops and directs the implementation of department goals, objectives, policies, procedures and work standards

- Prepares and writes a variety of reports and documentation, including detailed Risk Management incident reports

- Performs other duties of a similar nature

MINIMUM QUALIFICATIONS:

A combination of education, experience, and training that has provided the necessary knowledge, skills, and abilities is required for entry into the classification. The City of Temecula utilizes equivalencies to substitute two years of applicable experience and similar responsibility for one year of college in order for a candidate to meet Minimum Qualifications. A typical combination of education, experience, and training for this classification includes:

EDUCATION AND/OR EXPERIENCE

Bachelor's Degree from an accredited college/university in Urban or Regional Planning, Urban Design, Public or Business Administration, or a closely related field; and a minimum of seven (7) years of progressively responsible professional planning experience encompassing both advanced

and current planning in a municipal agency, with a minimum of three (3) years of management experience in a municipal planning department. Master's Degree in a related field is desired.

KNOWLEDGE, SKILLS & ABILITIES

Knowledge of:

- Extensive knowledge of modern principles and practices of urban planning and community development
- Principles and practices of municipal planning, zoning, environmental issues, permit procedures, site planning and architectural design
- Principles and practices of statistics, graphic presentations, engineering drawings, landscape review, historic preservation, Community Development Block Grant, code amendment process, demographics, business license regulations, legislative review and Air Quality District regulations
- Applicable federal and state planning and zoning laws, including CEQA and the Subdivision Map Act
- Methods and techniques used in the development and maintenance of master plans
- Principles, objectives and procedures of modern municipal planning
- Considerable knowledge of building, electrical, mechanical, and related codes and regulations, including the Uniform Building Code
- Methods, materials, techniques, and practices employed in building inspection design and construction
- Principles of employee supervision, training, and performance evaluation
- Methods and techniques of research, statistical analysis and report preparation
- Occupational hazards and safety measures appropriate to work performed

Skill to:

- Operate various types of standard office equipment, including a personal computer and related software
- Operate a motor vehicle in a safe manner

Ability to:

- Analyze a variety of complex administrative and organizational problems and make sound policy and procedural recommendations
- Effectively and accurately analyze complex data in order to determine consequences, identify alternatives, and draw logical conclusions

- Evaluate situations, identify problems, and exercise sound independent judgment within established guidelines
- Interpret, explain, and apply policies, procedures, laws, codes, and regulations pertaining to Community Development
- Negotiate and manage contracts with consultants and developers and effectively represent the City in meetings with various individuals and organizations
- Communicate clearly and effectively, both orally and in writing, including making public presentations and preparing comprehensive written reports
- Use proper English, spelling, grammar and punctuation
- Establish and maintain courteous, cooperative, and effective working relationships with those encountered in the course of work
- Supervise, plan, train, direct, and evaluate the work of lower level staff
- Develop new policies impacting division operations/procedures
- Prepare accurate, comprehensive, and precise written reports and analyses
- Plan, organize, and prioritize multiple projects and tasks in order to meet strict deadlines
- Prepare budgets and allocate limited resources in a cost effective manner
- Serve as emergency services worker in the event of an emergency

LICENSES AND/OR CERTIFICATES

Possession of a valid California Class C driver's license and an acceptable driving record.

Membership in the American Institute of Certified Planners (A.I.C.P.) is desirable.

SPECIAL REQUIREMENTS

Satisfactory results from a background investigation and administrative screening. The administrative screening may include a pre-employment drug screening for positions which are designated as safety sensitive or security sensitive, including but not limited to being responsible for the care and custody of children and operating heavy equipment.

Required to work outside of regular work hours (e.g. evenings, holidays and weekends) to attend meetings and special events.

WORKING CONDITIONS & PHYSICAL DEMANDS:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand and sit; talk or hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. The employee frequently stands or walks, and lifts and moves records and documents or objects weighing up to 50 pounds alone, and up to 100 pounds with assistance. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

The employee may need to assist staff in performing inspections of work in the field that may require walking on uneven ground, working around machinery, fumes, dirt and gas, and in varying temperatures. The employee must maintain composure and good judgment while under stress.

The employee typically works in office conditions; the noise level is frequently quiet, at or below 50 decibels. The employee is required to attend evening meetings and to travel to different redevelopment sites and public and private facilities.

SUPPLEMENTAL INFORMATION:
Flexibly Staffed: No
FLSA Status: Exempt
Conflict of Interest: Form 700 Required
Department: Community Development
Bonding Required: No

AT-WILL EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF TEMECULA AND
RONNIE MORENO

This employment agreement ("Agreement") is entered into by the City of Temecula ("City") and Ronnie Moreno, Director of Public Works/City Engineer ("Employee"), each a "Party" and collectively the "Parties." In addition to the terms and conditions of this Agreement, employee is a participant in the City's Management Compensation Plan and entitled to the benefits provided therewith.

Recitals

City desires to employ Employee as an at-will employee in the position of Director of Public Works/City Engineer. Employee desires to be the Director of Public Works/City Engineer and acknowledges that such employment is at-will and that either Party may lawfully terminate employment at any time with or without cause.

Employee agrees that they have no property interest in continued employment and shall not be provided with any right to a pre-disciplinary hearing or to appeal any determination by the City that employee be terminated.

The City desires, and Employee agrees that Employee shall serve at the will of the City as managed and determined by the City Manager, unless or until this Agreement is terminated.

NOW THEREFORE, the City agrees to hire Employee, subject to the terms and conditions identified below.

AGREEMENT

Section 1: TERM

The effective date of this Agreement shall be July 1, 2026 and shall remain in full force and effect unless or until terminated by either Party. Any severance provided in Section 8 is a post-employment benefit and does not create any expectation of continued employment for any period of time.

Section 2: DUTIES

A. City engages Employee as the Director of Public Works/City Engineer to perform the functions and duties specified in the Classification Specification for the position (Attachment "A", incorporated herein by this reference), as the same may be modified by the City Manager, and to perform such other legally permissible and proper duties and functions as the City Manager shall assign.

B. Employee agrees that to the best of their ability and experience that they will at all times conscientiously perform the duties and obligations required, either express or implied, by the terms of this Agreement, the ordinances, resolutions and adopted policies of the City

of Temecula and the laws and regulations of the State of California and the United States.

C. As a public employee, Employee is required to work a full and complete work week pursuant to the established work schedule as determined by the City Manager, and devote whatever time is necessary to fulfill the employment responsibilities and duties as identified in this Agreement. Employee's job classification is exempt from overtime requirements under the federal Fair Labor Standards Act (FLSA) or California law, based on the executive/administrative nature of the position and salary.

Section 3: AT-WILL EMPLOYMENT

Employee is an at-will employee and serves at the will and pleasure of the City through the City Manager. The City and employee each retain the option of terminating the employment relationship between them at any time, for any reason, subject to the provisions in Section 8.

Section 4: EXCLUSIVE EMPLOYMENT

Employee agrees to focus their professional time, ability and attention to City business during the term of this Agreement. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the City Manager. This does not preclude Employee from volunteering their services to other entities or individuals as long as such volunteer services are not in conflict or significantly interfere with the services to be provided by Employee under this Agreement. Employee shall comply with all applicable state and local conflict-of-interest, incompatible activities, and ethics codes or policies.

Section 5: COMPENSATION

As compensation for the services to be rendered by Employee, City agrees to pay Employee a base starting salary of no less than $276,265.60 per year, payable in twenty-six biweekly installments on the City's regular payroll schedule and subject to customary withholding. Salary adjustments (merit increases), if any, during the term of this Agreement shall be at the sole discretion of the City Manager based upon the evaluation of Employee's job performance and within the base salary range established or otherwise approved by the City Council. Any and all adjustments shall be in accordance with City personnel policies and procedures.

Section 6: PERFORMANCE EVALUATION

At least annually, the City Manager or their designee will review and evaluate the performance of Employee as the Director of Public Works/City Engineer. The purpose of the review shall be to provide the Employee with feedback on the performance of their duties; progress in meeting, achieving, or exceeding the City Council or City Manager's defined goals, objectives, priorities, activities, and programs; and to identify areas requiring improvement and how such improvement may be accomplished. Failure of the City to provide a performance evaluation for Employee shall not limit the City's ability to terminate this Agreement, as provided herein.

Section 7: **BENEFITS**

A. Retirement

As an employee of the City of Temecula, Employee will be enrolled in the California Public Employees Retirement System (CalPERS) retirement plan, in the applicable miscellaneous plan for this job classification, as determined by CalPERS and City resolutions in effect from time to time, as such plan may be amended by the City Council. The specific benefit formula and employee contribution rate shall be those applicable to Employee's CalPERS membership status (*i.e.*, "classic" or "PEPRA") under CalPERS rules.

B. Automobile Allowance

Employee shall receive a monthly automobile allowance of $400 in lieu of mileage reimbursement, except as otherwise provided in the Auto Allowance Administrative Guideline. Auto allowance will only be provided when Employee is in an active, paid status and will be discontinued during any period of unpaid leave in a manner consistent with Section 19.1 of the Management Compensation Plan. Employee will not receive auto allowance while on end-of-service leave.

C. Retention Benefit

If the City's General Fund Reserves are fully funded at the then-established standards of the City Council, the City's Retention Benefit outlined in this section may be offered to Employee at the discretion of the City Manager.

After completing five years of executive service with the City, if Employee has achieved the highest possible overall performance rating on three out of their last five annual performance evaluations, they shall be eligible to receive a Retention Benefit in an amount equal to the then-applicable maximum normal annual contribution limit to an Internal Revenue Code Section 457(b) Deferred Compensation Plan. This amount shall be paid as income in twenty-six biweekly installments on the City's normal payroll schedule, subject to customary withholding. Employee may elect to place these funds in a City-sponsored Internal Revenue Code Section 457(b) Deferred Compensation Plan as allowable by law. If Employee's employment with the City should end prior to the full distribution of a Retention Benefit, Employee shall be paid for all earned Retention Benefit disbursements not yet received at the time Employee receives their final paycheck.

D. Other Executive Management benefits

Unless otherwise specified, Employee shall receive all benefits specified in the City's Management Compensation Plan for Management Staff, which may be amended, modified, or terminated at any time and without prior notice by City, subject to applicable law.

Section 8: **TERMINATION AND SEVERANCE PAY**

A. Termination Without Cause, Severance Agreement

City may terminate Employee at any time without cause by providing Employee written notice

thereof together with the applicable Severance Payment, provided for below.

If Employee is terminated without cause, or the City requests Employee's resignation, Employee shall be provided a Severance Payment equal to six months of their normal monthly base salary less any and all applicable or legally required deductions. The Severance Payment shall also include the value of all benefits including retirement, cafeteria allotments/health and welfare coverage and any other City-provided benefit excluding leave accruals and automobile allowance payments. The Severance Payment shall be paid in a lump sum on the next available pay date as soon as administratively practicable following the effective date of separation.

B. Termination by Employee

Employee may terminate their employment for any reason, at any time, with or without cause. Employee is encouraged to provide the City with at least thirty days' prior written notice of resignation whenever practicable.

If Employee voluntarily resigns from their employment or retires without a request by the City, the City shall have no obligation to pay any Severance Payment provided in this Section.

C. Termination for Cause

City may immediately terminate Employee's employment with the City and this Agreement at any time by providing written notice of termination for cause to Employee. In the event the Employee is terminated for cause, the City shall have no obligation to pay any Severance Payment provided in this Section.

Termination "for cause" shall include, but is not limited to: (i) conviction of any crime involving an "abuse of office or position" as defined in Government Code Section 53243.4; (ii) conviction of a felony or misdemeanor with a nexus to the workplace; (iii) purposely violating City policies or procedures; (iv) insubordination; (v) willful destruction, theft, misappropriation, or misuse of City property or funds; (vi) intoxication on duty; (x) unexcused absence; (xi) dishonesty, fraud, or misconduct in office; (xii) engaging in unlawful discrimination, harassment, or retaliation; (xiii) gross negligent acts or omissions that materially and adversely impedes or disrupts the operations of the City and/or is detrimental to employees or public safety; (xiv) engaging in willful political activity during working hours while using City resources in violation of Government Code section 3201, *et seq.*; (xv) other failure of good behavior that causes material discredit to the City.

D. Waiver of Administrative Proceedings

Employee expressly waives any right to pre-termination or post-termination disciplinary review or appeal proceedings set forth under the City's Employment Policies or provided under state or federal law, except where such waiver is prohibited.

E. Effect of Termination

Regardless of the form of Employee's termination of employment with the City, Employee shall be paid for all accrued, unused Comprehensive Annual Leave and Executive Leave, as provided for in this Agreement and required by law.

Section 9: **EXECUTIVE COMPENSATION LIMITATIONS**

A. Abuse of Office Conviction

In the event that Employee is convicted of a crime involving an abuse of their office or position as set forth in Government Code section 53243.4, Employee shall fully reimburse any compensation paid to Employee pursuant to Government Code section 53243.2. Such reimbursed compensation shall include but is not limited to: (i) Paid Administrative Leave paid to Employee during any pending investigation; (ii) provided funds for any criminal defense during Employee's employment with the City; or (iii) any cash settlement, Severance Payment, or any portion thereof related to the termination of Employee's employment with the City.

B. Determination by CalPERS

The City makes no representation or guarantee as to whether any of the compensation or payments in this Agreement are subject to CalPERS service credit or pensionable income, and Employee acknowledges that such determinations by CalPERS are outside of the City's control. Employee assumes full risk as to any action or determination by CalPERS regarding the qualifications of service credit or pensionable income related to the compensation or payments made under this Agreement, and Employee agrees they shall have no recourse against City due to any decision or action by CalPERS.

Section 10: **INDEMNIFICATION**

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 *et seq*.), City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension thereto. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, City shall have no duty to indemnify, defend, or hold Employee harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by Employee.

Section 11: **GENERAL PROVISIONS**

A. Notice

Any notices required by this Agreement shall be in writing and either delivered in person or by first class, certified, return receipt requested US Mail with postage prepaid. Such notice shall be addressed as follows:

TO CITY:
City Manager
City of Temecula
41000 Main Street
Temecula, CA 92590

TO EMPLOYEE:
Ronnie Moreno
Most recent address on file in Human Resources.

B. Entire Agreement

The text of this Agreement shall constitute the entire and exclusive agreement between the Parties, and construed as a whole, according to its fair meaning. This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by Employee and City. Any uncertainty or ambiguity shall not be construed against any one Party.

All prior oral or written communications understanding or agreements between the Parties, not set forth herein, shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment

This Agreement is not assignable by either the City or Employee.

D. Severability

In the event of any inconsistencies between the rules, policies and regulations of the City, this Agreement shall govern. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Dispute Resolution

Any dispute between the Parties shall be submitted to final and binding arbitration pursuant to the rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a single arbitrator chosen pursuant to AAA rules and shall be conducted pursuant to the AAA rules and the California Arbitration Act. The arbitrator shall have the authority to allow discovery, including depositions, shall render a decision in writing that fully explains the decision, and may award the same categories of relief which may be awarded by a California Superior Court jury or judge.

Parties shall be empowered to present evidence, both oral and documentary, to cross examine adverse witnesses, and to present argument, both written and oral. Each party shall bear their own attorney's fees and arbitration costs including witness fees, subpoena fees, and other charges incurred at the discretion of the Employee and the Employee's counsel.

The City shall bear the full costs of the arbitrator and all other expenses unique to the arbitration process. The arbitrator may award attorney’s fees to the prevailing party if such an award could be made in a California Superior Court. This arbitration provision shall apply to all claims for which

arbitration is legally applicable in contract, tort or statute including but not limited to the California Fair Employment and Housing Act, Title VII of the U.S. Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, the Americans With Disabilities Act, and all other statutes and regulations applicable to the employment relationship.

G. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in the County of Riverside.

H. Acknowledgement

Employee acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement, and that Employee has read and understands this Agreement and is fully aware of its legal effect. Employee represents that they have entered into this Agreement freely and voluntarily and based on Employee's own judgment and not on any representations or promises other than those contained in this Agreement.

I. Effective Date

This Agreement shall take effect on July 1, 2026.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the City of Temecula has caused this Agreement to be signed and executed on its behalf by its City Manager and executed by the Employee.

City of Temecula, a general law City and California municipal corporation

Dated: _____ By: _____
Aaron Adams, City Manager

ATTEST:

_____
Randi Johl, Director of Legislative Affairs/
City Clerk

Approved as to form:

_____
Peter M. Thorson, City Attorney

In signing this Agreement, Employee understands and agrees that their employment status is that of an **at-will employee** and that their rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Temecula which might otherwise apply to employees of the City. Employee further acknowledges that they were given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: _____

_____
Employee Signature

_____
Employee Name (printed)

ATTACHMENT A

Classification Specification

Director of Public Works/City Engineer

Established Date: 07/01/2014

Class Code: 400008

Revision Date: 03/23/2023

DESCRIPTION:

DEFINITION

Under general direction, plans, directs, and coordinates the activities of the Public Works Department including: land development, capital improvement projects, traffic engineering, street and right-of-way maintenance and operation. The employee provides highly complex staff assistance to the City Manager and City Council; implements policies and establishes procedures related to municipal engineering services and public works programs; serves as City Engineer; develops and administers the department budget; establishes and maintains liaison to the public; performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This Director of Public Works/City Engineer is a single-position, at-will classification at the Executive Management level, and is responsible for the development and administration of programs designed to address primary areas of City service. The employee is expected to exercise independent judgment, wisdom, common sense, and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager. The employee must also function as a member of the City's executive team and participate actively in addressing issues of concern to the City that at times may not have a direct impact on their area of specialization. The Director of Public Works/City Engineer is distinguished from lower level staff by assuming the highest level of assignments and responsibilities within his/her department.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager or his/her designee.

Supervision is exercised.

EXAMPLES OF DUTIES:

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

- Develops, plans, implements and administers department goals and objectives as well as policies and procedures necessary to provide assigned engineering and public works services; approves new or modified programs, systems, policies and procedures

- Directs and manages the City engineering function including the planning, design and construction of public works facilities, traffic engineering operations, permit issuance and inspections, as well as development review and approval, ensuring that such activities and programs are carried out according to sound engineering practices and principles; serves as the City Engineer; reviews and approves engineering plans and subdivision maps

- Directs and manages the construction and maintenance of City streets and right of way, facilities and fleet maintenance activities; ensures proper usage of materials, equipment and work methods; maintains facilities and equipment according to City standards

- Directs facility and parks maintenance and operations; directs traffic engineering operations and maintenance of traffic control systems

- Meets with members of the public including local developers, members of the business community and citizen groups to explain City policies, procedures, goals and objectives; negotiates agreements and resolves difficult public works related problems and questions

- Serves as technical advisor to the City Council and the Planning Commission; serves on a variety of committees; advises other members of City management in matters related to public works activities and programs, subdivisions and development construction

- Directs the development and administration of the Public Works Department budget; directs the forecast of funds needed for staffing, equipment, materials and supplies; monitors and approves expenditures; makes mid-year adjustments

- Directs, manages and participates in the development of the department work plan and the City's Capital Improvement Program; directs the development of plans and specifications for public works maintenance and construction activities; administers contracts; approves progress payments and accepts improvements; assigns work activities, projects and programs; monitors work flow; reviews and evaluates work products, methods and procedures

- Coordinates department activities with those of other departments and outside agencies and organizations; provides staff assistance to the City Manager and City Council; prepares and presents staff reports and other necessary correspondence; researches public work problems and prepares a variety of comprehensive reports

- As City Engineer, directs and participates in the design of systems and facilities; oversees construction activities; compiles estimates, contract provisions, and specifications; approves completed plans

- Selects, supervises, motivates, plans, trains, directs, and evaluates staff; prepares and presents employee performance reviews; provides/coordinates staff training; works with employees to correct deficiencies; implements disciplinary procedures; recommends employee terminations; approves time sheets and expense reports

- Represents Public Works or delegates such authority in relations with the community, advisory committees, local, state, and federal agencies, other public works agencies, and professional organizations; schedules public hearings and leads discussions regarding proposed public works projects

- Prepares and writes a variety of reports and documentation, including detailed Risk Management incident reports

- Performs other duties of a similar nature

MINIMUM QUALIFICATIONS:

A combination of education, experience, and training that has provided the necessary knowledge, skills, and abilities is required for entry into the classification. The City of Temecula utilizes equivalencies to substitute two years of applicable experience and similar responsibility for one year of college in order for a candidate to meet Minimum Qualifications. A typical combination of education, experience, and training for this classification includes:

EDUCATION AND/OR EXPERIENCE:

Bachelor's Degree from an accredited college/university in Civil Engineering or a closely related field and a minimum seven (7) years of progressively responsible related civil engineering experience, including or supplemented by four (4) years of experience in a management or supervisory capacity. Master's Degree in a related field is desired.

KNOWLEDGE, SKILLS & ABILITIES

Knowledge of:

- Extensive knowledge of municipal public works planning, engineering, maintenance, and construction; fleet, streets, grounds, and utilities maintenance programs

- Considerable knowledge of municipal organization, administration, budgeting, and cost accounting

- Modern principles and practices of management, personnel administration, staffing, supervision

- Civil engineering principles related to planning, traffic, streets, public buildings, and capital facilities planning

- Technical, legal, and financial requirements involved in the conduct of municipal public works studies, planning, and construction; techniques and methods of preparing designs, plans, specifications, estimates, and reports for proposed municipal facilities

- Principles and practices of customer service

- Principles and practices of employee supervision, training, and performance evaluation

- Occupational hazards and safety measures appropriate to work performed

Skill to:

- Operate various types of standard office equipment, including a personal computer, tablet and related software
- Analyze unusual situations and resolve them through application of management principles and practices
- Plan, direct, and coordinate the work of the Public Works Department
- Operate a motor vehicle in a safe manner

Ability to:

- Establish and maintain courteous, cooperative, and effective working relationships with those encountered in the course of work
- Communicate clearly and concisely, both orally and in writing
- Use proper English, spelling, grammar and punctuation
- Research and prepare complex reports on a variety of subjects
- Supervise, plan, train, direct, and evaluate the work of lower level staff
- Make decisions regarding operational and personnel functions; understand, explain and apply policies and procedures
- Identify methods to maximize service effectiveness and efficiency; deal constructively with conflict and develop effective resolutions
- Assist in planning and enforcing a balanced budget; develop new policies impacting division operations/procedures
- Interpret financial statements and cost accounting reports; administer contracts and ensure compliance with contract provisions
- Serve as emergency services worker in the event of an emergency

LICENSES AND/OR CERTIFICATES:

Possession of a valid California Class C driver's license and an acceptable driving record.

Certificate of Registration as a Professional Civil Engineer issued by the State of California.

Authorization to sign subdivision maps is desirable.

SPECIAL REQUIREMENTS:

Satisfactory results from a background investigation and administrative screening. The administrative screening may include a pre-employment drug screening for positions which are

designated as safety sensitive or security sensitive, including but not limited to being responsible for the care and custody of children and operating heavy equipment.

Participation in the emergency standby/call out program is required.

May be required to occasionally work outside of the regular work hours (e.g. evenings, holidays and weekends) to attend meetings and special events.

WORKING CONDITIONS & PHYSICAL DEMANDS:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand and sit; talk or hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. The employee frequently stands or walks, and lifts and moves records and documents or objects weighing up to 50 pounds alone, and up to 100 pounds with assistance. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

The employee may need to assist staff in performing inspections of work in the field that may require walking on uneven ground, working around machinery, fumes, dirt and gas, and in varying temperatures. The employee must maintain composure and good judgment while under stress.

The employee typically works in office conditions; the noise level is frequently quiet or moderately quiet, at or below 70 decibels. Travel requirements 15-20%.

SUPPLEMENTAL INFORMATION:
Flexibly Staffed: No
FLSA Status: Exempt
Conflict of Interest: Form 700 Required
Department: Public Works
Bonding Required: No

AT-WILL EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF TEMECULA AND
JENNIFER HENNESSY

This employment agreement ("Agreement") is entered into by the City of Temecula ("City") and Jennifer Hennessy, Director of Finance ("Employee"), each a "Party" and collectively the "Parties." In addition to the terms and conditions of this Agreement, employee is a participant in the City's Management Compensation Plan and entitled to the benefits provided therewith.

Recitals

City desires to employ Employee as an at-will employee in the position of Director of Finance. Employee desires to be the Director of Finance and acknowledges that such employment is at-will and that either Party may lawfully terminate employment at any time with or without cause.

Employee agrees that they have no property interest in continued employment and shall not be provided with any right to a pre-disciplinary hearing or to appeal any determination by the City that employee be terminated.

The City desires, and Employee agrees that Employee shall serve at the will of the City as managed and determined by the City Manager, unless or until this Agreement is terminated.

NOW THEREFORE, the City agrees to hire Employee, subject to the terms and conditions identified below.

AGREEMENT

Section 1: TERM

The effective date of this Agreement shall be July 1, 2026 and shall remain in full force and effect unless or until terminated by either Party. Any severance provided in Section 8 is a post-employment benefit and does not create any expectation of continued employment for any period of time.

Section 2: DUTIES

A. City engages Employee as the Director of Finance to perform the functions and duties specified in the Classification Specification for the position (Attachment "A", incorporated herein by this reference), as the same may be modified by the City Manager, and to perform such other legally permissible and proper duties and functions as the City Manager shall assign.

B. Employee agrees that to the best of their ability and experience that they will at all times conscientiously perform the duties and obligations required, either express or implied, by the terms of this Agreement, the ordinances, resolutions and adopted policies of the City of Temecula and the laws and regulations of the State of California and the United States.

C. As a public employee, Employee is required to work a full and complete work week pursuant to the established work schedule as determined by the City Manager, and devote whatever time is necessary to fulfill the employment responsibilities and duties as identified in this Agreement. Employee's job classification is exempt from overtime requirements under the federal Fair Labor Standards Act (FLSA) or California law, based on the executive/administrative nature of the position and salary.

Section 3: AT-WILL EMPLOYMENT

Employee is an at-will employee and serves at the will and pleasure of the City through the City Manager. The City and employee each retain the option of terminating the employment relationship between them at any time, for any reason, subject to the provisions in Section 8.

Section 4: EXCLUSIVE EMPLOYMENT

Employee agrees to focus their professional time, ability and attention to City business during the term of this Agreement. Consequently, Employee agrees not to engage in any other business pursuits, whatsoever, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the City Manager. This does not preclude Employee from volunteering their services to other entities or individuals as long as such volunteer services are not in conflict or significantly interfere with the services to be provided by Employee under this Agreement. Employee shall comply with all applicable state and local conflict-of-interest, incompatible activities, and ethics codes or policies.

Section 5: COMPENSATION

As compensation for the services to be rendered by Employee, City agrees to pay Employee a base starting salary of no less than $276,265.60 per year, payable in twenty-six biweekly installments on the City's regular payroll schedule and subject to customary withholding. Salary adjustments (merit increases), if any, during the term of this Agreement shall be at the sole discretion of the City Manager based upon the evaluation of Employee's job performance and within the base salary range established or otherwise approved by the City Council. Any and all adjustments shall be in accordance with City personnel policies and procedures.

Section 6: PERFORMANCE EVALUATION

At least annually, the City Manager or their designee will review and evaluate the performance of Employee as the Director of Finance. The purpose of the review shall be to provide the Employee with feedback on the performance of their duties; progress in meeting, achieving, or exceeding the City Council or City Manager's defined goals, objectives, priorities, activities, and programs; and to identify areas requiring improvement and how such improvement may be accomplished. Failure of the City to provide a performance evaluation for Employee shall not limit the City's ability to terminate this Agreement, as provided herein.

Section 7: **BENEFITS**

A. Retirement

As an employee of the City of Temecula, Employee will be enrolled in the California Public Employees Retirement System (CalPERS) retirement plan, in the applicable miscellaneous plan for this job classification, as determined by CalPERS and City resolutions in effect from time to time, as such plan may be amended by the City Council. The specific benefit formula and employee contribution rate shall be those applicable to Employee's CalPERS membership status (*i.e.*, "classic" or "PEPRA") under CalPERS rules.

B. Automobile Allowance

Employee shall receive a monthly automobile allowance of $400 in lieu of mileage reimbursement, except as otherwise provided in the Auto Allowance Administrative Guideline. Auto allowance will only be provided when Employee is in an active, paid status and will be discontinued during any period of unpaid leave in a manner consistent with Section 19.1 of the Management Compensation Plan. Employee will not receive auto allowance while on end-of-service leave.

C. Retention Benefit

If the City's General Fund Reserves are fully funded at the then-established standards of the City Council, the City's Retention Benefit outlined in this section may be offered to Employee at the discretion of the City Manager.

After completing five years of executive service with the City, if Employee has achieved the highest possible overall performance rating on three out of their last five annual performance evaluations, they shall be eligible to receive a Retention Benefit in an amount equal to the then-applicable maximum normal annual contribution limit to an Internal Revenue Code Section 457(b) Deferred Compensation Plan. This amount shall be paid as income in twenty-six biweekly installments on the City's normal payroll schedule, subject to customary withholding. Employee may elect to place these funds in a City-sponsored Internal Revenue Code Section 457(b) Deferred Compensation Plan as allowable by law. If Employee's employment with the City should end prior to the full distribution of a Retention Benefit, Employee shall be paid for all earned Retention Benefit disbursements not yet received at the time Employee receives their final paycheck.

D. Other Executive Management benefits

Unless otherwise specified, Employee shall receive all benefits specified in the City's Management Compensation Plan for Management Staff, which may be amended, modified, or terminated at any time and without prior notice by City, subject to applicable law.

Section 8: **TERMINATION AND SEVERANCE PAY**

A. Termination Without Cause, Severance Agreement

City may terminate Employee at any time without cause by providing Employee written notice

thereof together with the applicable Severance Payment, provided for below.

If Employee is terminated without cause, or the City requests Employee's resignation, Employee shall be provided a Severance Payment equal to six months of their normal monthly base salary less any and all applicable or legally required deductions. The Severance Payment shall also include the value of all benefits including retirement, cafeteria allotments/health and welfare coverage and any other City-provided benefit excluding leave accruals and automobile allowance payments. The Severance Payment shall be paid in a lump sum on the next available pay date as soon as administratively practicable following the effective date of separation.

B. Termination by Employee

Employee may terminate their employment for any reason, at any time, with or without cause. Employee is encouraged to provide the City with at least thirty days' prior written notice of resignation whenever practicable.

If Employee voluntarily resigns from their employment or retires without a request by the City, the City shall have no obligation to pay any Severance Payment provided in this Section.

C. Termination for Cause

City may immediately terminate Employee's employment with the City and this Agreement at any time by providing written notice of termination for cause to Employee. In the event the Employee is terminated for cause, the City shall have no obligation to pay any Severance Payment provided in this Section.

Termination "for cause" shall include, but is not limited to: (i) conviction of any crime involving an "abuse of office or position" as defined in Government Code Section 53243.4; (ii) conviction of a felony or misdemeanor with a nexus to the workplace; (iii) purposely violating City policies or procedures; (iv) insubordination; (v) willful destruction, theft, misappropriation, or misuse of City property or funds; (vi) intoxication on duty; (x) unexcused absence; (xi) dishonesty, fraud, or misconduct in office; (xii) engaging in unlawful discrimination, harassment, or retaliation; (xiii) gross negligent acts or omissions that materially and adversely impedes or disrupts the operations of the City and/or is detrimental to employees or public safety; (xiv) engaging in willful political activity during working hours while using City resources in violation of Government Code section 3201, *et seq.*; (xv) other failure of good behavior that causes material discredit to the City.

D. Waiver of Administrative Proceedings

Employee expressly waives any right to pre-termination or post-termination disciplinary review or appeal proceedings set forth under the City's Employment Policies or provided under state or federal law, except where such waiver is prohibited.

E. Effect of Termination

Regardless of the form of Employee's termination of employment with the City, Employee shall be paid for all accrued, unused Comprehensive Annual Leave and Executive Leave, as provided for in this Agreement and required by law.

Section 9: **EXECUTIVE COMPENSATION LIMITATIONS**

A. Abuse of Office Conviction

In the event that Employee is convicted of a crime involving an abuse of their office or position as set forth in Government Code section 53243.4, Employee shall fully reimburse any compensation paid to Employee pursuant to Government Code section 53243.2. Such reimbursed compensation shall include but is not limited to: (i) Paid Administrative Leave paid to Employee during any pending investigation; (ii) provided funds for any criminal defense during Employee's employment with the City; or (iii) any cash settlement, Severance Payment, or any portion thereof related to the termination of Employee's employment with the City.

B. Determination by CalPERS

The City makes no representation or guarantee as to whether any of the compensation or payments in this Agreement are subject to CalPERS service credit or pensionable income, and Employee acknowledges that such determinations by CalPERS are outside of the City's control. Employee assumes full risk as to any action or determination by CalPERS regarding the qualifications of service credit or pensionable income related to the compensation or payments made under this Agreement, and Employee agrees they shall have no recourse against City due to any decision or action by CalPERS.

Section 10: **INDEMNIFICATION**

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 *et seq*.), City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement or any extension thereto. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, City shall have no duty to indemnify, defend, or hold Employee harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by Employee.

Section 11: **GENERAL PROVISIONS**

A. Notice

Any notices required by this Agreement shall be in writing and either delivered in person or by first class, certified, return receipt requested US Mail with postage prepaid. Such notice shall be addressed as follows:

TO CITY:
City Manager
City of Temecula
41000 Main Street
Temecula, CA 92590

TO EMPLOYEE:
Jennifer Hennessy
Most recent address on file in Human Resources.

B. Entire Agreement

The text of this Agreement shall constitute the entire and exclusive agreement between the Parties, and construed as a whole, according to its fair meaning. This Agreement shall not be construed against any one party but shall be construed as if jointly prepared by Employee and City. Any uncertainty or ambiguity shall not be construed against any one Party.

All prior oral or written communications understanding or agreements between the Parties, not set forth herein, shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment

This Agreement is not assignable by either the City or Employee.

D. Severability

In the event of any inconsistencies between the rules, policies and regulations of the City, this Agreement shall govern. In the event that any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver

The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in this Agreement by the other Party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other time or times.

F. Dispute Resolution

Any dispute between the Parties shall be submitted to final and binding arbitration pursuant to the rules of the American Arbitration Association (AAA). The arbitration shall be conducted by a single arbitrator chosen pursuant to AAA rules and shall be conducted pursuant to the AAA rules and the California Arbitration Act. The arbitrator shall have the authority to allow discovery, including depositions, shall render a decision in writing that fully explains the decision, and may award the same categories of relief which may be awarded by a California Superior Court jury or judge.

Parties shall be empowered to present evidence, both oral and documentary, to cross examine adverse witnesses, and to present argument, both written and oral. Each party shall bear their own attorney's fees and arbitration costs including witness fees, subpoena fees, and other charges incurred at the discretion of the Employee and the Employee's counsel.

The City shall bear the full costs of the arbitrator and all other expenses unique to the arbitration process. The arbitrator may award attorney’s fees to the prevailing party if such an award could be made in a California Superior Court. This arbitration provision shall apply to all claims for which

arbitration is legally applicable in contract, tort or statute including but not limited to the California Fair Employment and Housing Act, Title VII of the U.S. Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, the Americans With Disabilities Act, and all other statutes and regulations applicable to the employment relationship.

G. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in the County of Riverside.

H. Acknowledgement

Employee acknowledges that they have had the opportunity to consult legal counsel in regard to this Agreement, and that Employee has read and understands this Agreement and is fully aware of its legal effect. Employee represents that they have entered into this Agreement freely and voluntarily and based on Employee's own judgment and not on any representations or promises other than those contained in this Agreement.

I. Effective Date

This Agreement shall take effect on July 1, 2026.

[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the City of Temecula has caused this Agreement to be signed and executed on its behalf by its City Manager and executed by the Employee.

City of Temecula, a general law City and California municipal corporation

Dated: _____ By: _____
Aaron Adams, City Manager

ATTEST:

_____
Randi Johl, Director of Legislative Affairs/
City Clerk

Approved as to form:

_____
Peter M. Thorson, City Attorney

In signing this Agreement, Employee understands and agrees that their employment status is that of an **at-will employee** and that their rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Temecula which might otherwise apply to employees of the City. Employee further acknowledges that they were given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: _____

_____
Employee Signature

_____
Employee Name (printed)

ATTACHMENT A

Classification Specification

Director of Finance

Established Date: 07/01/2014

Class Code: 200008

Revision Date: 08/27/2021

DESCRIPTION:

DEFINITION

Under general direction, plans, directs and coordinates the activities of the Finance Department; implements policies and establishes procedures related to finance, purchasing, utility billing, and revenue collection functions; develops and administers the department and Citywide budget; provides advisory support on Labor Negotiations; provides highly responsible professional and technical staff assistance, to the City Manager/City Council, and operating departments; establishes and maintains liaison to the public; performs related duties as required; serves as a member of the City's executive management team in the consideration of general City policies, programs and concerns; performs related duties, as assigned.

DISTINGUISHING CHARACTERISTICS

The Director of Finance is a single-position, at-will classification at the Executive Management level requiring an advanced generalist's knowledge of municipal finance and budgeting for the development and administration of programs designed to address primary areas of City service. The employee performs a variety of high-level administrative and professional duties and directs and supervises staff and activities in the City's Finance Department. The employee is expected to exercise independent judgment, wisdom, common sense, and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager. The employee must also participate actively in addressing issues of concern to the City that at times may not have a direct impact on the employee's area of specialization. The Director of Finance is distinguished from lower level staff by assuming the highest level of assignments and responsibilities within his/her department.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager or his/her designee.

Supervision is exercised.

EXAMPLES OF DUTIES:

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

- Directs the fiscal management of the City, including budget preparation and monitoring, revenue forecasting, collection and disbursement of funds, accounting, financial reporting and auditing, and investment of funds, debt issuance and administration

- Plans, directs, and coordinates the administration of the City's finance, purchasing, and utility billing activities and services; recommends policies and implements procedures to conduct activities; ensures that activities are conducted in accordance with related laws, ordinances, rules and regulations; develops comprehensive plans to satisfy future needs for departmental services

- Assists the City Manager in budget preparation and administration for the City and the Redevelopment Agency; estimates anticipated revenues; assists in reviewing proposed budget allocations; conducts fiscal analysis and submits data and reports for use in evaluating operating departments proposals

- Conducts studies or oversees the conduct of complex studies relating to the development of rates and charges for utilities, development impact fees, and user charges; prepares and supervises the preparation of reports to the State Controller, County Auditor Controller and other Federal, State or County agencies

- Administers contracts for department services; reviews Citywide contractual agreements and ensures that City contractual services are provided in accordance with contract provisions

- Advises, and otherwise provides assistance to the City Council, City Manager, other City staff and the public regarding financial matters

- Represents the City, or delegates such authority, in relations with the community, advisory committees, other local, state and federal agencies and professional organizations

- Selects, supervises, motivates, plans, trains, directs, and evaluates the work of lower level staff; prepares and presents employee performance reviews; provides/coordinates staff training; works with employees to correct deficiencies; implements disciplinary procedures; recommends employee terminations; approves time sheets and expense reports

- Prepares and writes a variety of reports and documentation, including detailed Risk Management incident reports

- Performs other duties of a similar nature

MINIMUM QUALIFICATIONS:

A combination of education, experience, and training that has provided the necessary knowledge, skills, and abilities is required for entry into the classification. The City of Temecula utilizes equivalencies to substitute two years of applicable experience and similar responsibility for one year of college in order for a candidate to meet Minimum Qualifications. A typical combination of education, experience, and training for this classification includes:

EDUCATION AND/OR EXPERIENCE

Bachelor's Degree from an accredited college/university, preferably with substantial course work in Accounting, Business or Public Administration or a closely related field, and seven (7) years of increasingly responsible professional experience in governmental finance including at least four (4) years in a management/supervisory capacity. Master's Degree in a related field is desired.

KNOWLEDGE, SKILLS & ABILITIES

Knowledge of:

- Extensive knowledge of the principles and practices of public administration including, budgetary practices
- Accounting principles, practices, and methods
- Ordinances, resolutions, and laws affecting municipal financial operations
- Methods and techniques of public administration research, analysis and report preparation
- Legislation related to public agency finance including, grant accounting, bond issuances and cash forecasting and investment
- Principles and practices of financial planning
- Research methods and techniques and methods of report presentation
- Principles and practices of personnel administration, supervision and training
- Occupational hazards and safety measures appropriate to work performed

Skill to:

- Operate various types of standard office equipment, including a personal computer and related software
- Analyze unusual situations and resolve them through application of management principles and practices
- Operate a motor vehicle in a safe manner

Ability to:

- Research and prepare complex reports on a variety of subjects
- Supervise, plan, train, direct, and evaluate the work of lower level staff
- Represent the City in a variety of meetings
- Make decisions regarding operational and personnel functions; operate programs within allocated amounts; develop new policies impacting division operations/procedures
- Establish and maintain courteous, cooperative, and effective working relationships with those encountered in the course of work
- Communicate clearly and concisely, both orally and in writing
- Use proper English, spelling, grammar and punctuation
- Understand, explain and apply policies and procedures
- Identify methods to maximize service effectiveness and efficiency
- Deal constructively with conflict and develop effective resolutions

- Plan and enforce a balanced budget; interpret financial statements and cost accounting reports; administer contracts and ensure compliance with contract provisions

- Serve as emergency services worker in the event of an emergency

LICENSES AND/OR CERTIFICATES

Possession of a valid California Class C driver's license and an acceptable driving record.

Certification as a Certified Public Accountant is desirable.

SPECIAL REQUIREMENTS

Satisfactory results from a background investigation and administrative screening. The administrative screening may include a pre-employment drug screening for positions which are designated as safety sensitive or security sensitive, including but not limited to being responsible for the care and custody of children and operating heavy equipment.

May be required to occasionally work outside of regular work hours (e.g. evenings, holidays and weekends) to attend meetings and special events.

WORKING CONDITIONS & PHYSICAL DEMANDS:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand and sit; talk or hear, both in person and by telephone; use hands to finger, handle, feel or operate standard office equipment; and reach with hands and arms. The employee frequently stands or walks, and lifts and moves records and documents or objects weighing up to 50 pounds alone, and up to 100 pounds with assistance. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

The employee is regularly required to use written and oral communication skills; read and interpret financial and statistical data, information and documents; analyze and solve problems; observe and interpret people and situations; learn and apply new information or skills; perform highly detailed work on multiple, concurrent tasks; work under intensive deadlines; and interact with staff and others encountered in the course of work.

The employee works under typical office conditions; the noise level is frequently quiet or moderately quiet, at or below 50 decibels. The employee may be required to travel to work sites or other locations for meetings.

SUPPLEMENTAL INFORMATION:
Flexibly Staffed: No
FLSA Status: Exempt
Conflict of Interest: Form 700 Required
Department: Finance
Bonding Required: Yes