

EMPLOYMENT AGREEMENT

This Employment Agreement (hereafter referred to herein as "Agreement") is made and entered into on September 22, 2017, by and between the City of Moreno Valley, California (hereafter referred to herein as "CITY"), a California municipal corporation and general law city, and Kathleen Sanchez (hereafter referred to herein as "EMPLOYEE"), an individual, on the following terms and conditions:

RECITALS

A. CITY, by and through the City Manager, desires to employ the services of Employee as the Human Resources Director of CITY; and

B. EMPLOYEE desires to accept employment as Human Resources Director in consideration of and subject to the terms and conditions set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. EMPLOYEE accepts employment with CITY as its Human Resources Director and will perform all functions, duties and services as set forth in this Agreement. EMPLOYEE will provide services at the direction and under the supervision of the City Manager, or her designee.

1.2 Duties. The duties of EMPLOYEE will be as determined by the City Manager, generally in conformance with the job description attached hereto and incorporated herein as though set forth in full as Attachment A to this Agreement. EMPLOYEE will devote her best efforts and full-time attention to the performance of these duties.

1.3 Hours of Work. EMPLOYEE will devote the time necessary to adequately perform her assigned duties. The work schedule will be the same as the schedule in place for all other Executive Managers of CITY, provided the schedule of such hours provides adequate availability during normal business hours and for the performance of her duties in conducting CITY business. The position of Human Resources Director will be deemed an exempt position under applicable wage and hour law. EMPLOYEE hereby acknowledges that she will not be entitled to any compensation for overtime.

1.4 Professional Activity. The City Manager desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to her professional development and standing and that will contribute to the advancement of the CITY's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to the City Manager, undertake such activities as are directly related to her professional development and that advance the interests and standing of the CITY, provided that such activities do not in any way interfere with or adversely affect her employment as Human Resources Director or the performance of her duties as provided herein. CITY agrees to

reimburse EMPLOYEE reasonable and necessary travel, business and subsistence expenses for her activities as provided for in the City's Administrative Policies.

1.5 Other Activity. In accordance with Government Code Section 1126, during the period of her employment, EMPLOYEE will not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.4 (Professional Activity), regardless of whether for pecuniary advantage, that is or may be competitive with the CITY; that might cause a conflict-of-interest with the CITY; or that might otherwise interfere with the business or operation of the CITY or the satisfactory performance of EMPLOYEE'S duties.

2. Term.

2.1 Term. The term of this Agreement will commence on October 16, 2017, upon being executed by EMPLOYEE and approved by the City Manager. This Agreement will remain in effect until such time as this Agreement is terminated pursuant to Section 4, below.

2.2 At-Will Employment. EMPLOYEE acknowledges that she is an at-will employee of CITY who will serve at the pleasure of the City Manager at all times during the period of her service under this Agreement. The terms and provisions of CITY's Personnel Rules and Regulations, policies, procedures, ordinances and resolutions applicable to at-will employees will also apply to EMPLOYEE, and she will be entitled to the same type of benefits and rights afforded to other Executive Management (as defined in the City's Personnel Rules and Regulations) of CITY, except to the extent provided by this Agreement. In the case of any conflict between this Agreement, and the Personnel Rules and Regulations, policies, procedures, ordinances and resolutions, the terms of this Agreement will prevail. Notwithstanding the application of the City's Personnel Rules and Regulations to this Agreement, and without limitation, EMPLOYEE will have no rights under sections 9, 10, 11 and 12 of the Personnel Rules and Regulations. Nothing in this Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before, or after, a decision by the City Manager to terminate her employment, except as is expressly provided in Section 4 (Termination) of this Agreement. Nothing contained in this Agreement will in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of EMPLOYEE as provided in Section 4 (Termination). Nothing in this Agreement will prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with CITY, subject only to the provisions set forth in Section 4 (Termination) of this Agreement. This at-will employment Agreement will be expressly subject to the rights and obligations of CITY and EMPLOYEE, as set forth in Section 4 (Termination) herein.

3. Compensation.

3.1 Salary. For all services performed by EMPLOYEE as the Human Resources Director under this Agreement, CITY will pay EMPLOYEE compensation in accordance with the adopted salary schedule for the position, plus the type of all compensation benefits afforded by CITY to other full-time Executive Management employees. EMPLOYEE will be entitled to all cost-of-living and other salary and benefit adjustments implemented by the

CITY as applicable to other full-time Executive Management employees, to include City's employee furlough program and eligibility for Merit Increases. The starting annual salary will be \$188,500, paid bi-weekly according to the payroll schedule in place for CITY employees. All compensation and leave policies applicable to Executive Management employees as contained in CITY'S Personnel Rules and Regulations will apply.

3.2 Annual Leave. All compensation and leave policies applicable to Executive Management as contained in the City's Personnel Rules and Regulations, Sections 7 and 14, will apply. EMPLOYEE will annually accrue 296 hours of Annual Leave. In addition to the annual accruals described above. EMPLOYEE will be provided 80 hours of annual leave immediately upon hire. Annual Leave will be subject to CITY's Personnel Rules and Regulations as they generally apply to other Executive Management employees.

3.3 Automobile Allowance. EMPLOYEE will be entitled to an automobile allowance as compensation for the use of personal automobile(s) for CITY business as provided for in CITY policies. This monthly allowance will equal the amount provided to other Executive Management employees, and is currently five hundred dollars (\$500) per month. In addition, EMPLOYEE will be entitled to excess mileage reimbursement according to adopted CITY policies for any qualifying trip in the course and scope of employment.

3.4 Benefit Bank. The CITY has adopted a "flexible or cafeteria" benefit plan intended to cover certain benefits. EMPLOYEE will be entitled to a benefit bank at the Tier IV level which is currently in the amount of \$18,000 annually to be disbursed on a 24-pay period basis. Use of benefit bank dollars will be governed by the City's Personnel Rules and Regulations and any applicable Internal Revenue Service rules.

4. Termination.

4.1 The City Manager may terminate EMPLOYEE'S employment, and this Agreement "for cause" at any time upon written notice. "For cause" is defined as any of the following:

(i) an act in bad faith and to the detriment of the City; (ii) refusal or failure to act in accordance with any specific lawful direction or order of the City Manager; (iii) unfitness or unavailability for service that exceeds thirty (30) consecutive calendar days and is not the result of any excused illness or medical condition; (iv) commission of an act involving moral turpitude or other acts which harm the reputation of or interests of the City; (v) habitual neglect of responsibilities, or incompetence; (vi) a conviction of a felony or other crime punishable by jail or imprisonment in the jurisdiction involved (or entry of a plea of guilty or *nolo contendere* with respect to any such crime); (vii) possession of, use of, or working while under the influence of alcoholic beverages or other non-prescribed controlled substances or abuse/misuse of lawfully prescribed controlled substances during working hours; (viii) engaging in an actual conflict of interest; (ix) commission of acts of theft, embezzlement, or fraud; (x) acceptance of bribes or extortion; (xi) material breach of this Agreement by EMPLOYEE. If this Agreement is terminated by the City Manager "for cause," EMPLOYEE'S employment will be deemed immediately terminated and EMPLOYEE will surrender all CITY keys, computer passwords, Identification Badge and other CITY property entrusted to EMPLOYEE for the purposes of the discharge of her duties. Upon termination for cause, EMPLOYEE will have no recourse under this AGREEMENT or any administrative procedure for purposes of challenging the termination action.

4.2 In the event EMPLOYEE is terminated "without cause" or asked to resign during such time that EMPLOYEE is willing and able to perform the duties under this Agreement, then CITY agrees, upon receipt of a Comprehensive General Release and Settlement Agreement in the standard form signed by EMPLOYEE, to pay EMPLOYEE a lump sum cash payment equal to 6 months of salary and benefits (Section 3) as severance pay.

4.3 EMPLOYEE will receive a lump sum payout of any unpaid accruals of Annual Leave upon termination of employment for any reason pursuant to CITY policies.

4.4 EMPLOYEE will not be entitled to any increases in salary or benefits afforded by CITY to other Executive Management employees following the date of termination.

4.5 This Agreement may be terminated by EMPLOYEE at any time upon 45 days written notice to the City Manager. If such written notice is given, the City has the option to ask EMPLOYEE to leave her position sooner than the expiration of 45 days, but, if it does so, the City will continue to honor its obligations under this Agreement until expiration of the 45 day period.

4.6 EMPLOYEE'S employment and this Agreement will terminate automatically upon EMPLOYEE'S death. In this event, the City will pay the beneficiary designated by EMPLOYEE in writing, or in the absence of such designation, EMPLOYEE'S estate, his/her accrued and unpaid compensation, and all accrued but unused benefits, if any, through the date of EMPLOYEE'S death.

4.7 If EMPLOYEE becomes disabled and requires accommodation to permit her to perform the essential functions of the position, the City will provide a reasonable accommodation(s) if possible and unless doing so creates undue hardship for the City and/or City employees.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining to any economic development engaged in or contemplated by the City (or any CITY affiliate), including marketing plans and development projects. Proprietary Information will include, without limitation, trade secrets (as further defined in Uniform Trade Secrets Act, Civil Code §3426 et seq.), ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, and forecasts. During her employment by CITY, EMPLOYEE will only use Proprietary Information for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this Agreement. Following termination, EMPLOYEE will not use or disclose any Proprietary Information for the benefit of herself or any third party, except with the express written consent of CITY. EMPLOYEE'S obligations under this Section will survive the termination of her employment and the termination of this Agreement.

6. Conflict Of Interest.

EMPLOYEE represents and warrants to CITY that she presently has no interest, and represents that she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of her services under this Agreement.

7. General Provisions.

7.1 Vehicle Operation. EMPLOYEE will operate any vehicle used in connection with the performance of her duties in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and will maintain a valid California automobile driver's license during the period of employment. In addition, EMPLOYEE will maintain in full force and effect during the term of this Agreement valid automobile liability insurance providing coverage for collision, personal injury and medical reimbursement, in accordance with the City's Administrative Policy.

7.2 Notices. All notices, requests, demands and other communications under this Agreement will be in writing and will be effective upon delivery by hand, or three (3) business days after deposit, in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in EMPLOYEE'S personnel file. EMPLOYEE agrees to notify CITY in writing of any change in her address during her employment with CITY. Notice of change of address will be effective only when accomplished in accordance with this Section.

City's Notice Address: City of Moreno Valley
c/o City Manager
P.O. Box 88005 or 14177 Frederick Street
Moreno Valley, California 92552-0805

EMPLOYEE'S Address: [Deliver to last known address in Personnel File]

7.3 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 *et seq.*) the 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 act or omission associated with EMPLOYEE'S performance of functions, duties and services set forth in this Agreement.

7.4 Bonding. The CITY will bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.

7.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE'S employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or verbal, expressed or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, procedures, and Rules and Regulations of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement will control.

7.6 Amendments. This Agreement may not be amended, altered or modified, except in a written document signed by EMPLOYEE, and signed by the City Manager.

7.7 Waiver. Failure to exercise any right under this Agreement will not constitute a waiver of such right.

7.8 Assignment. EMPLOYEE will not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

7.9 Severability. If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement will remain in full force and effect.


7.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.11 Interpretation. This Agreement will be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement will not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.12 Acknowledgment. EMPLOYEE acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed and executed on its behalf by its City Manager, or designee, and EMPLOYEE has signed and executed this Agreement, as of the date first indicated above.

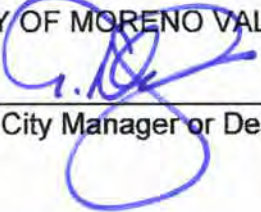
Date: 22 September 2017



Employee

CITY OF MORENO VALLEY

Date: 9.25.17

By: 

City Manager or Designee

Attachment A

City of Moreno Valley

Date Council Approved: 5/2/2017

Date Effective: 7/1/2017

CLASS SPECIFICATION Human Resources Director

GENERAL PURPOSE

Directs a comprehensive Citywide human resources program, including recruitment, selection, employment, classification, compensation, employee relations, performance appraisal, benefits administration and related internal services. Provides expert professional assistance and guidance to City management on human resources and employee relations matters and works in a cooperative and interest-based manner with employees and their representatives to resolve concerns. Manages the City's payroll function, working in concert with finance personnel to ensure full compliance with applicable laws, codes and regulations; and guarantees that timely, accurate, sound and consistent best practices are followed without exception.

DISTINGUISHING CHARACTERISTICS

This single position class is responsible for managing a comprehensive range of human resources management services to support and maintain professionalism, productivity, and effective communications at all levels in the organization and across department lines. Duties are varied and require the consistent application of impartiality and sound judgment. Responsibility for the payroll function is also assigned to this class. This requires direct oversight and an understanding of the methods to be used to achieve accuracy and timeliness in the processing of payroll with strict adherence to governmental standards. The position holds a fiduciary duty to protect the holdings of the City and properly disburse funds to and on behalf of City employees.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this classification.

1. Manages and evaluates the work of the Human Resources Department staff, participates in establishing operational plans and initiatives to meet department goals and objectives; implements departmental plans, work programs, processes, procedures and policies required to achieve overall department performance results; coordinates and integrates department functions and responsibilities to achieve optimal efficiency and effectiveness; participates in developing and monitoring performance against the annual departmental budget.
2. Plans and evaluates the performance of staff; establishes performance requirements and personal development targets; monitors performance and provides coaching for performance improvement and development; provides or recommends compensation and other rewards to recognize performance; takes disciplinary action, up to and including termination, to address performance deficiencies, in accordance with the City's human resources policies and procedures and labor contract provisions.

3. Provides day-to-day leadership and works with staff to ensure a high performance, customer service-oriented work environment which supports achieving City objectives and service expectations; provides leadership and participates in programs and activities that promote a positive employee relations environment.

4. With other members of the executive management team, participates in the development and implementation of City strategic and business plans, goals and objectives; leads and directs department staff in the development and application of new processes and technologies to achieve higher efficiency, productivity and customer service in department work processes.

5. Develops, implements and administers comprehensive human resources management programs, policies and procedures and guidelines across all City departments, consistent with state and federal requirements and sound professional principles and practices; confers with and coordinates the implementation of programs, policies and practices with City departments; provides expert advice to executives, managers and supervisors on a wide range of human resources management issues and practices; provides internal consulting on a variety of complex, sensitive and confidential organizational and human resources issues; manages, directs and participates in the development of City-wide human resources policies and procedures.

6. Participates in negotiating and administers labor contracts after agreement is reached; advises executives, department heads and other managers and supervisors on employee relations matters, including grievance and disciplinary procedures and actions; represents the City in grievance and disciplinary actions; works with employee and labor organizations to resolve problems; proposes and implements new and revised human resources policies.

7. Directs recruitment, testing and selection activities for represented and non-represented positions; directs the development and maintenance of comprehensive classification and compensation plans; approves completed classification and job evaluation studies; directs administration of City performance management practices and programs; directs the maintenance of central personnel records.

8. Proposes and directs administration of a broad program of health and welfare benefits; recommends benefits program design changes; negotiates benefit plan provisions and rates.

9. Directs the investigation and resolution of complaints; represents the City in dealing with state and federal compliance agencies and in hearings and litigation on employment matters; works with and assists City attorneys and outside labor counsel in developing and presenting the City's position for hearings and litigation.

10. Directs the development and delivery of training for managers and supervisors on human resources legal and procedural requirements; interprets City policies and procedures and precedents for managers and employees.

11. Monitors developments in areas of responsibility; analyzes proposed state and federal law, regulations and court decisions for their impact on City practices and operations; recommends and implements policy and procedure changes consistent with requirements; directs and conducts research and analysis of human resources and employee relations needs, recommends appropriate actions and implements plans, organizes, and manages the financial management component of payroll processing; monitors and oversees activities and operations of payroll to ensure full compliance with applicable laws, codes and regulations. Ensures that City policies, practices and procedures are carried out within a framework based on sound financial management principles.

12. Institutes procedures for internal auditing, cross-referencing and establishes a series of check and balance practices that are carried out routinely in order to eliminate errors, omissions, or other acts detrimental to the payroll process.

13. The Director will also assume leadership of Moreno Valley's dynamic "Service that Soars" program, a key element of the City's culture which reflects our commitment to providing exemplary customer care.

OTHER DUTIES

1. Represents the City on professional and community boards and committees.
2. Directs and coordinates intern and temporary employment programs.

QUALIFICATIONS

Knowledge of:

1. Theory, principles, practices and techniques of public human resources administration, including recruitment, testing, selection, equal employment opportunity, employee relations, classification and job analysis/job evaluation, compensation, benefits design and administration, employee and management development and performance planning and appraisal.
2. Principles and practices of labor management relations, including negotiation and contract administration techniques.
3. Federal, state and local laws, regulations and court decisions applicable to assigned areas of responsibility.
4. Principles, methods and techniques of strategic and business planning.
5. Principles and practices of public administration, including budgeting, purchasing and maintenance of public records.
6. Methods, practices, documents and terminology used in processing payroll and financial recordkeeping.
7. Functions and operations associated with payroll issues.
8. Theory, principles and practices of government accounting and internal control.
9. Research methods and analysis techniques.
10. City functions and operations and associated human resources management issues.
11. Principles and practices of internal consulting.
12. Organization and functions of a City Council.
13. Trends and practices in human resources management.
14. Principles and practices of sound business communication.
15. Principles and practices of effective management and supervision.
16. City human resources policies and procedures and labor contract provisions.

Ability to:

1. Plan, direct, manage, coordinate and integrate a broad, centralized, human resources management program.
2. Define complex management, fiscal, budget and strategic planning issues, perform difficult analyses and research, evaluate alternatives and develop sound conclusions and recommendations on complex human resources management issues.
3. Understand, interpret, explain and apply federal, state and local policy, law, regulations and court decisions governing the City's human resources management programs.
4. Present proposals and recommendations clearly, logically and persuasively in public meetings.
5. Consult effectively with executives, other directors and managers to develop solutions to complex organizational and people management issues.
6. Represent the City effectively in negotiations and other dealings on a variety of difficult, complex, sensitive and confidential issues.
7. Evaluate human resources management practices and procedures and make sound recommendations for improvement.
8. Evaluate and interpret data in both statistical and narrative form and describe findings in an understandable and logical manner to supervisory personnel.
9. Develop and implement appropriate procedures and controls.
10. Prepare clear, concise and comprehensive correspondence, reports, studies and other written materials.
11. Exercise sound, expert independent judgment within general policy guidelines as well as work in a collaborative manner with superiors in determining a course of action.
12. Exercise tact and diplomacy in dealing with sensitive, complex and confidential personnel and employee payroll issues.
13. Establish and maintain effective working relationships with all levels of City management, employee organizations and their representatives, other governmental officials, employees, the public and others encountered in the course of work.

EDUCATION, TRAINING & EXPERIENCE

A bachelor's degree with a major in public or business administration, human resources management, psychology or a related field; and at least ten years of progressively responsible human resources management experience, including labor management relations, and at least five years of experience in a supervisory or program management capacity; and at least five years of experience working in and/or supervising payroll operations.

Licenses; Certificates; Special Requirements:

A valid California driver's license and the ability to maintain insurability under the City's vehicle insurance policy.

PHYSICAL AND MENTAL DEMANDS

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

Physical Demands

While performing the duties of this job, the employee is regularly required to sit; talk or hear, both in person and by telephone; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Mental Demands

While performing the duties of this class, the incumbent is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve complex problems; use math/mathematical reasoning; perform highly detailed work under changing, intensive deadlines, on multiple concurrent tasks; work with constant interruptions, and interact with all levels of City management, employee organizations and their representatives, other governmental officials, employees, the public and others encountered in the course of work.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing 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 works under typical office conditions and the noise level is usually quiet.