

Date: 5-29-18

Item No.: 2

From: Constance Scott <cjscott@sbcglobal.net>

Date: May 28, 2018 at 12:30:17 PM CDT

To: Mike Soubirous <msoubirous@riversideca.gov>, "cnicol@riversideca.gov" <cnicol@riversideca.gov>, 2Mayor <2mayor@riversideca.gov>

Subject: [External] City Manager's Contract and Current Issues

Reply-To: Constance Scott <cjscott@sbcglobal.net>

Councilman Soubirous, Council Members, Mayor Bailey,

Councilman Soubirous, you have said that you will not vote for a CM's salary greater than the governor's. You have stated that you have "heard the public loud and clear". I hope the Council will join you in examining its previous decisions that have led to bad outcomes in order to avoid the same mistakes in the future.

Other concerns:

Does it make sense to enter into another CM contract before a ruling has been made regarding the lawsuit against the city and settlement of the veto question? Now that at least two other people have joined in an amended petition to support the Mayor - not counting the lawsuit filed by Ben Clymer Jr. - wouldn't it be prudent to wait for a decision? There is also the question of whether CA Guess had a conflict of interest.

Still lingering - why was Mr. Russo fired without cause? Why has he been paid over one million dollars since his departure, under the terms of a contract that had been terminated? (Press Enterprise 5/25/18) To say that it was a personnel matter is not satisfactory. This is what feeds public suspicion and mistrust. The Brown Act has been cited to justify the the blackout, but the fact that Mr. Russo was fired unanimously less than ten weeks after the Council approved his new contract and publicly praised him, begs an explanation.

Further, why would the City want to include a "gag order" as part of the next CM contract? (Press Enterprise 5/26/18) Is this routine? That raises many serious questions. Prudence, discretion, and common sense would dictate that all parties refrain from "disparaging" comments if a contract is ended, but including this in a contract as a condition of employment? Absolutely not. Nondisclosure and confidentiality agreements in both public and private institutions are being challenged across the country, and rightly so. Accountability to the public, which is paramount, can be impaired by unconstitutional restrictions on free speech. If something unethical or unlawful has occurred, and been concealed, serious retribution falls upon all parties concerned.

The PE quoted from the contract that no elected official or city staff member, including the city manager, "shall make any written, oral, or electronic statement to any member of the public, the press, or any city employee concerning the employee's termination except in a form of a press release or statement, the content of which shall not contain any text or information that is 'disparaging' to either party." This coerces an employee to comply or become the target of litigation. The word "disparaging" is subjective and open to various interpretations. The truth is what matters. A citizen's right to free speech is what matters. I urge you to eliminate the nondisclosure clause. (Nondisclosure of classified information related to public health, safety, and security would obviously be an exception.)

Finally, we've had a big blowup between the Mayor and the Council over Mr. Russo's contract, and it's still not over. If everything goes back to the way things were, the City is going to look ridiculous and many people are going to be upset. Also in the mix - the hike in water and electricity rates. Please listen to Councilman Soubirous and negotiate a compromise that is reasonable and respects the people of Riverside.

Thank you all for your service.

Sincerely,
Constance Scott

cc: Mayor
City Council
City Manager
City Attorney
ACMs

Date: 5-29-18

Item No. 2

From: Constance Scott <cjscott@sbcglobal.net>

Date: May 29, 2018 at 3:40:06 PM CDT

To: Mike Soubirus <msoubirus@riversideca.gov>

Cc: "cnicol@riversideca.gov" <cnicol@riversideca.gov>, 2Mayor <2mayor@riversideca.gov>

Subject: [External] New CM Contract

Reply-To: Constance Scott <cjscott@sbcglobal.net>

Hi Mike,

Congratulations! You did the right thing! Thank you for standing alone and exercising sound judgment in a difficult situation. Admirable!

Sincerely,
Constance Scott

cc: Mayor
City Council
City Manager
City Attorney
ACMs



City of Arts & Innovation

Public Comment for May 29, 2018
City Council Special Meeting
Prepared by the City Clerk's Office at 11 a.m. on May 29, 2018

Item	Name	Neighborhood	Position	Comments
2. Mayor Pro Tem Mac Arthur recommends Employment Agreement with Alfred W. Zelinka for \$295,000 annually with cost of living increases consistent with Executive Employee Group for position of City Manager for initial term to expire on July 31, 2021, with automatic two-year extensions beginning March 31, 2020 - A Resolution of the City Council of the City of Riverside, California, amending Resolution No. 21052 to amend the Master Fringe Benefits and Salary Plan to change the Executive Management Benefits - Waive further reading (All Wards)	Jason Hunter			If the resolution amending the Master Fringe Benefit and Salary Plan is unnecessary according to City Attorney Guess, why is it included here? Lol. The sentence, "Employer agrees not to initiate termination of this Agreement within ninety days following a change in membership of the City Council," is completely unenforceable, as the Council can't bind the hands of future Councils. It needs to be removed as it is a source of future controversy this City doesn't need. Same problem with Section 14, Communication at Separation. Folks needs to grow up and realize you can't control everything and everyone. City Manager also needs to be bound by OUR Code of Ethics, not some code of ethics we have no jurisdiction over for adjudication. Why does page 74 of the MFBSP change the City Attorney's benefits and not the City Manager's? Council needs to specify what merit increase the City Manager is eligible for. Leaving it open-ended is ripe for abuse.