**EMPLOYMENT AGREEMENT**
**General Services Director**

**(Non-Classified)**

THIS AGREEMENT is made and entered into this 6th day of May, 2025, by and between the CITY MANAGER OF THE CITY OF RIVERSIDE, hereinafter referred to as "CITY MANAGER", on behalf of the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "CITY", and LEE WITHERS, hereinafter referred to as "EMPLOYEE", both of whom understand as follows:

## RECITALS

WHEREAS, Section 2.36.040. CLASSIFIED SERVICE of the Riverside Municipal Code provides in part that the classified service of City includes all permanent full-time officers and employees except:

"(C) persons appointed by the City Manager. . .“; and

WHEREAS, the City Manager desires to employ Employee as GENERAL SERVICES DIRECTOR; and

WHEREAS, Employee desires to serve in the capacity of GENERAL SERVICES DIRECTOR; and

WHEREAS, Employee understands, acknowledges and agrees that the position of GENERAL SERVICES DIRECTOR is an at-will position not within the classified service of City; that Employee has no expectation of any vested right in said position; and Employee understands and agrees that by his/her acceptance of employment in the "at-will" position of GENERAL SERVICES DIRECTOR, Employee waives any and all property interest he/she may have formerly held as an employee with the City and shall have no right to any former position Employee previously held with the City; and that in assuming said position Employee shall serve solely at the will and pleasure of the City Manager; and

WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by

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which City shall receive and retain the services of Employee and to provide for terminating Employee's services at such time as the City Manager in his/her sole and unfettered discretion may desire to terminate Employee.

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

**SECTION 1. DUTIES.**

The City Manager hereby agrees to employ Employee as GENERAL SERVICES DIRECTOR to perform the functions and duties as specified in the classification specification Job Code #4540, attached hereto as Exhibit "A" and made a part hereof.

**SECTION 2. TERM.**

A. Effective May 23, 2025, Employee agrees to fulfill the functions and duties of GENERAL SERVICES DIRECTOR of the City of Riverside.

B. Services provided by Employee shall commence on May 23, 2025, and shall continue upon such terms and conditions as set forth herein and as may be mutually negotiated by amendment to this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to terminate the services of Employee at any time subject only to the provisions set forth in Section 3 below.

D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from the position as GENERAL SERVICES DIRECTOR, subject only to the provisions set forth in Section 3 below.

E. Employee agrees to remain in the exclusive employ of the City and neither to accept other employment nor to become employed by any other Employer until this Agreement is terminated. Notwithstanding, Employee may engage in secondary employment or business activity in accordance with Personnel Policy and Procedure Manual Section I-7 and upon authorization by the City Manager.

**SECTION 3. TERMINATION/MODIFICATION.**

A. Employee understands, acknowledges, and agrees that pursuant to Section 2.C.,

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above, the City Manager may terminate this Agreement at any time with or without cause or advance notice by the City Manager. The City Manager shall only be required to provide written notice to Employee as to the effective date of said termination.

B. In the event this Agreement is terminated, Employee agrees to immediately surrender the position of GENERAL SERVICES DIRECTOR, any and all writings containing information relating to the conduct of the City's business prepared, owned, used or retained by Employee regardless of physical form or characteristics, and any and all equipment, tools, or other materials of whatever nature provided to Employee by City in Employee's capacity of GENERAL SERVICES DIRECTOR. Employee shall be entitled to receive payment for all hours worked, any holiday pay due and owing, all vacation hours accrued to the date of termination and any deferred compensation contributions made by Employee (including contributions by the employer on behalf of the Employee).

C. In the event this Agreement is terminated for cause, the City's obligation to pay Employee under "E" below, shall immediately cease. "Cause" means Employee has engaged in or committed any of the following: willful misconduct; gross negligence; theft; fraud or other illegal conduct; refusal or unwillingness to perform duties; failure to adequately perform his/her job duties; dishonesty in performing his/her job duties; violation of the City's written policies or rules; conduct which reflects adversely upon, or making any remarks disparaging of, the City; insubordination; conviction of a felony or any crime involving an act of dishonesty, moral turpitude, deceit or fraud; any willful act that injures the reputation of the City; violation of any fiduciary duty; violation of any duty of loyalty; and breech of this Agreement.

D. In the event Employee desires to terminate this Agreement during such time as the City Manager desires Employee to continue in the capacity of GENERAL SERVICES DIRECTOR, then, in that event, Employee agrees to provide the City Manager with two (2) weeks prior written notice of said termination.

E. In the event City Manager desires to terminate this Agreement during which time Employee is ready, willing and able to perform the functions and duties set forth herein, then in that event, City Manager agrees to Pay Employee, in addition to any other amount that may be

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due at the time of termination of this Agreement, a lump sum cash payment equal to one (1) month's salary (exclusive of fringe benefits) for each year of service to the City up to a maximum of six (6) months of Employee's then current aggregate salary.

F. The City Manager has the right to modify or alter Employee's position, with or without cause or advance notice, through actions other than termination, such as demotion or transfer.

G. No City representative has authority to agree to anything contrary to employment at-will unless it is specific, in writing, and signed by the City Manager.

H. In the event that this Employment Agreement is terminated, any cash settlement related to the termination that the Employee may receive from City shall be fully reimbursed to City if Employee is convicted of a crime involving an abuse of his or her office or position as defined in Government Code section 53243.4.

**SECTION 4. SALARY.**

City agrees to pay Employee pursuant to the salary range of the classification "GENERAL SERVICES DIRECTOR" as set forth in Riverside City Council Resolution No. 21052 as the same now exists or may hereafter be amended. Effective May 23, 2025, Employee shall receive an annual salary of *Two-Hundred Twenty-One Thousand Four-Hundred Seventy Eight Dollars* ($221,478.00), payable in the same manner and time as are all other employees of City.

**SECTION 5. FRINGE BENEFITS.**

A. Effective May 23, 2025, Employee shall accrue vacation leave at the rate of 7.69 hours per pay period (200 hours annually) as said pay periods are established by City.

B. Effective May 23, 2025, Employee shall accrue sick leave at the rate of 3.70 hours per pay period as said pay periods are established by City.

C. All actions taken by City relating to fringe benefits as hereinafter defined shall be considered actions including and applying to Employee. The term "fringe benefits", as used herein are set forth in City's Personnel Policy and Procedure Manual and the Fringe Benefits and Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and include

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vacation and sick leave, holidays, retirement (PERS) benefits and payments, health, dental and life insurance, and deferred compensation. In addition, City shall make available a long-term disability insurance plan for Employee, as the same is provided to other City employees in the classified management ranges.

D. Employee understands, acknowledges, and agrees that the position of GENERAL SERVICES DIRECTOR is commensurate with an exempt employee under the Fair Labor Standards Act, and shall not be entitled to receive any overtime pay, compensatory time, or other premium pay or compensation, except as may be provided by the above-cited Personnel Policy.

**SECTION 6. PERFORMANCE EVALUATION.**

The City Manager may evaluate Employee's performance after the first six (6) months and thereafter annually on or about July 1. Every year the City Manager and Employee may, in addition, set goals and objectives for the ensuing year.

**SECTION 7. AUTOMOBILE ALLOWANCE/PARKING.**

Employee shall receive an automobile allowance of *Five Hundred Dollars* ($500.00) per month or as may be modified in the future. Employer shall also provide parking at no cost to Employee.

**SECTION 8. WORK LIFE BALANCE.**

Both parties acknowledge that employees generally, including but not limited to the Employee, are most productive when they maintain a work-life balance that enables them to meet their responsibilities outside work while also upholding their responsibilities in the workplace. Further, both parties acknowledge that increasing the opportunity to achieve a work-life balance can be as important a factor as pay and benefits. To this end, the City Manager will reinforce work-life balance throughout the City organization consistent with workplace responsibilities and City Council priorities.

**SECTION 9. OTHER TERMS AND CONDITIONS.**

The City Manager, in consultation with Employee, may fix such other terms and conditions of employment as they may determine from time to time, relating to the duties and performance of Employee, provided such terms and conditions are not inconsistent with or in

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conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law, ordinance, resolution or regulation. The City Manager can exercise his/her discretion in imposing discipline short of termination when, in his/her sole discretion, he/she deems it appropriate.

**SECTION 10. NOTICES.**

Notices pursuant to this Agreement shall be in writing and shall be personally served, given by mail or by overnight delivery. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the City at 3900 Main Street, Riverside, California 92522, and the Employee at the address then currently on file with the Human Resources Department, or such other address as may be given, in writing, to the other party.

**SECTION 11. NONDISCRIMINATION.**

Pursuant to Section 6.26.055 of the Riverside Municipal Code as the same now exists or hereafter may be amended, Employer agrees not to discriminate in the performance of Employee's functions and duties on the grounds of or because of race, color, religious creed, national origin, ancestry, age, physical disability, mental disability, disability including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex, sexual orientation or military or veterans status.

**SECTION 12. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

[signatures on next page]

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**SECTION 13. ASSIGNMENT.**

THIS AGREEMENT is not assignable by either City or Employee.

IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

"EMPLOYEE"

Lee Withers
Employee

Attest _____
Donesia Gause
City Clerk

CITY OF RIVERSIDE

Charles M. Futrell
City Manager

Approved as to Form:

Jack Liu
Interim City Attorney

CAO TEMPLATE
2/22/22 sw TEMPLATES-16

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EXHIBIT A
Classification Specification Job Code #4540

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City of Riverside

# General Services Director (Non-Classified)

| | | | |
|---|---|---|---|
| **CLASS CODE** | 4540 | **SALARY** | $84.54 - $122.17 Hourly<br>$14,654.00 - $21,176.00 Monthly<br>$175,848.00 - $254,112.00 Annually |
| **BARGAINING UNIT** | Executive | **REVISION DATE** | January 08, 2025 |

**Definition**

Under executive direction, to plan, organize, direct and review the activities of the City's fleet operations, building maintenance, capital projects and publishing services divisions; to plan, organize, direct, supervise and coordinate the lease negotiation of real estate for City properties; to maintain the Capital Improvement Planning in relation to City facilities; to do related work as required.

**Distinguishing Characteristics**

Positions designated as Non-Classified are exempt from the classified service. The incumbent shall be appointed "at-will" and serve at the pleasure of the City Manager.

**Supervision Received and Exercised**

Receives executive direction from the City Manager and/or Assistant City Manager. Exercises general direction over professional, para-professional and administrative support staff.

**Reports To:** City Manager and/or Assistant City Manager

**Examples of Duties**

Typical duties may include, but are not limited to, the following:

- Develop, plan and implement the General Services Department goals and objectives; recommend and administer policies and procedures.
- Manage and provide administrative direction for General Services functions including administration, building services, fleet management, capital projects, property management, and publishing services.
- Plan, direct and organize the operations of the General Services Department and effectively budget, allocate and utilize Department resources.
- Coordinate General Services Department's activities with other departments, outside agencies and organizations; provide staff assistance to the City Council and Commission on Disabilities; and prepare and present staff reports and other necessary correspondence.
- Direct, oversee and participate in the development of the General Services Department's work plan; assign work activities, projects and programs; monitor work flow; and review and evaluate work products, methods and procedures.
- Supervise and participate in the development and administration of the General Services budget; direct the forecast of additional funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; estimate and anticipate annual revenues and assure proper collections; and implement mid-year adjustments.
- Select, train, motivate and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; and maintain high standards necessary for the efficient and professional operations of the General Services Department.
- Oversee and develop city-wide capital improvement facility planning needs and identify possible funding strategies; implement approved projects, manage the design and construction of capital improvements.
- Oversee and direct general maintenance, including but not limited to, the work of electricians, building maintenance workers, air conditioning technicians and custodians in the construction, maintenance, installation, repair and alterations of City buildings, equipment and facilities.
- Oversee and direct through subordinate supervisors, the work of employees engaged in dispatching motor pool vehicles, collecting and analyzing data, renting and purchasing equipment and the maintenance and repair of vehicles and equipment, and vehicle acquisitions.
- Interact closely and collaboratively with other City departments, divisions and outside agencies.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; assess and monitor administration and support systems; identify opportunities for improvement; and implement recommendations.
- Oversee and direct through subordinate supervisors, manage the review of work orders, preparation of time and material estimates, and the establishment of priorities.
- Oversee and direct through subordinate supervisors, preparation and development of plans and specifications and cost estimates for building maintenance, repair and alteration activities.
- Assist in development of specifications for maintenance and repair contractual services, such as air conditioning, elevator equipment, security and janitorial services; and administer contracts.
- Plan, assign, supervise, review and participate in the technical activities of lease negotiation and property management for City owned properties including City cell towers.
- Coordinate property management services with other City departments and divisions, and with outside agencies.
- Maintain records of work accomplished.
- Prepare and/or review a variety of reports, correspondence, presentations and special studies.
- Insure that all applicable safety regulations are adhered to.

- Represent the General Services Department at a variety of meetings including City Council, Commission on Disabilities, and other meetings with various civic groups and governmental agencies.
- Anticipate and respond to customer requests to meet established customer services objectives; respond to difficult customer inquiries and complaints.

**Knowledge, Skills & Abilities**

**Knowledge of:**

- Principles and practices of municipal operations of building maintenance, fleet management, capital construction, property management, and publishing services.
- Advanced principles and practices of municipal finance, budget preparation and contract administration.
- Fleet and building operations policies and procedures.
- Materials, methods, practices and equipment used in vehicle and building maintenance.
- Clean and green practices which benefit the environment, including air quality and energy efficiency measures.
- Occupational hazards and standard safety precautions necessary in the work place.
- Principles of organization, administration, budget and personnel management.
- Customer service techniques and principles.

**Ability to:**

- Plan, organize and assign the work of a varied staff of employees in multiple divisions.
- Analyze administrative and technical problems and make sound policy and procedural recommendations to their solution.
- Understand and interpret complex accounting procedures and rate setting strategies.
- Prepare and develop plans, specifications and cost estimates of equipment, materials and supplies.
- Prepare comprehensive reports.
- Communicate clearly and concisely, orally and in writing.
- Select, supervise, train and evaluate subordinate staff.
- Build and maintain positive working relationships with co-workers, other City employees, City officials and the public
- Demonstrate a strong commitment to providing outstanding customer service.
- Formulate, present and implement policy recommendations.
- Work as needed during non-business hours.

**Minimum Qualifications**

**Recruitment Guidelines:**

*Education:* Equivalent to a Bachelor's Degree from an accredited college or university with major course work in business administration, public administration, engineering or a related field.

*Experience:* Six years' progressively responsible experience in any of the following areas: administrative/fiscal management; facility maintenance; fleet management; OR construction management, of which at least three years were in a supervisory capacity.

**Supplemental Information**

**Medical Category:** Group 4

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

**Career Advancement Opportunities**
**From:** General Services Director
**To:** Assistant City Manager