

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

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

6 **SECTION 1. DUTIES.**

7 The City Manager hereby agrees to employ Employee as UTILITIES GENERAL
8 MANAGER to perform the functions and duties as specified in the classification specification
9 Job Code #7420, attached hereto as Exhibit "A" and made a part hereof.

10 **SECTION 2. TERM.**

11 A. Effective September 10, 2024, Employee agrees to fulfill the functions and duties
12 of UTILITIES GENERAL MANAGER of the City of Riverside.

13 B. Services provided by Employee shall commence on September 10, 2024, and
14 shall continue upon such terms and conditions as set forth herein and as may be mutually
15 negotiated by amendment to this Agreement.

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

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

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

27 **SECTION 3. TERMINATION/MODIFICATION.**

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

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

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

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

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

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

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

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

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

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

13 **SECTION 4. SALARY.**

14 City agrees to pay Employee pursuant to the salary range of the classification
15 "UTILITIES GENERAL MANAGER" as set forth in Riverside City Council Resolution No.
16 21052 as the same now exists or may hereafter be amended. Effective September 10, 2024,
17 Employee shall receive an annual salary of *Two-Hundred Seventy-Eight Thousand Five-Hundred*
18 *Sixty Seven Dollars* (\$278,567.00), payable in the same manner and time as are all other
19 employees of City.

20 **SECTION 5. FRINGE BENEFITS.**

21 A. Effective September 10, 2024, Employee shall accrue vacation leave at the rate of
22 7.69 hours per pay period (200 hours annually) as said pay periods are established by City.

23 B. Effective September 10, 2024, Employee shall accrue sick leave at the rate of 3.70
24 hours per pay period as said pay periods are established by City.

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

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

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

9 **SECTION 6. PERFORMANCE EVALUATION.**

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

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

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

17 **SECTION 8. WORK LIFE BALANCE.**

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

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

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

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

5 **SECTION 10. NOTICES.**

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

12 **SECTION 11. NONDISCRIMINATION.**

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

20 **SECTION 12. ENTIRE AGREEMENT.**

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

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25 [signatures on next page]
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SECTION 13. ASSIGNMENT.

THIS AGREEMENT is not assignable by either City or Employee.

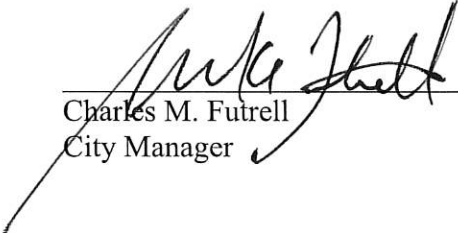
IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

“EMPLOYEE”

CITY OF RIVERSIDE




David Garcia
Employee



Charles M. Futrell
City Manager

Attest 

Donesia Gause
City Clerk

Approved as to Form:


Phaedra A. Norton
City Attorney

CAO TEMPLATE
2/22/22 sw TEMPLATES-16

EXHIBIT A
Classification Specification Job Code #7420

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City of Riverside
Utilities General Manager (Non-Classified)

City of Arts & Innovation

CLASS CODE 7420 **BARGAINING UNIT** Executive
REVISION DATE September 21, 2011

Definition

Under executive direction, to plan, direct, and review the overall operation of the electric and water utilities for the City; to provide professional and technical staff assistance; and to do related work as required.

Distinguishing Characteristics

This is the executive level classification in the Utilities Department. 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 direction over professional, technical, and clerical staff.

Reports To: City Manager and/or Assistant City Manager

Examples of Duties

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

- Direct and participate in the development and implementation of goals, objectives, policies, and procedures.
- Plan, direct, and review the design, construction, operation, and maintenance of electric utility systems.
- Plan, direct, and review the design, construction, operation, and maintenance of the domestic and irrigation water systems.
- Develop overall policies and financial resource and facility plans for electric and water utilities in conjunction with key staff personnel and specialized consultants.
- Conduct resource planning with other electric utilities requiring negotiations involving complex terms and conditions for integrated power resources and for participation in joint ownership of generation and transmission facilities.
- Confer with division heads to review current and proposed projects, work schedules, organization, and personnel problems.
- Direct the preparation of technical and administrative reports; present reports and recommendations to the City Manager, Board of Public Utilities, and City Council.
- Coordinate with consultants and other agencies on regulatory and legislative matters affecting utility operations; testify before state and federal regulatory and legislative bodies as required.
- Review with staff and other agencies plans for enhancing and protecting the quality and adequacy of extensive water resources owned by the City.
- Establish guidelines for the development of electric and water sales, rules, and regulations and the issuance of revenue bonds.
- Develop general procedures for control of division activities.
- Participate in industry and professional conferences and speak before civic and community groups regarding plans and policies.
- Direct and participate in the preparation of the capital improvement plan and budget.
- Coordinate department activities with other City departments and with outside agencies.
- Select, supervise, train, and evaluate professional, technical, and clerical subordinates.

Knowledge, Skills & Abilities

Knowledge of:

- Principles and practices of electric and water utility operations, management, and organization.
- Utility economics and financing.
- Principles and practices of electrical and civil engineering.
- Methods, materials, techniques, and equipment used in the construction, operation, and maintenance of an electric and water utility.
- Applicable regulatory codes and laws related to the development, construction, and operation of an electric and water utility.
- Recent developments, current literature, and sources of information regarding electric and water utility engineering and operation.
- Principles and practices of modern office management.
- Principles and practices of organization, administration, budget, and personnel management.

Ability to:

- Plan, organize, staff, and direct a large and diversified organization in a manner conducive to full performance and high morale.
- Delegate authority and responsibility and to schedule and program work on a long term basis.
- Communicate clearly and concisely, orally and in writing.
- Understand and negotiate complex technical agreements with other agencies.
- Formulate and present policy recommendations.
- Select, supervise, train, and evaluate professional, technical, and clerical subordinates.

Minimum Qualifications

City of Riverside - Class Specification Bulletin

Education and Experience:

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: Equivalent to a Bachelor's Degree from an accredited college or university with major work in civil or electrical engineering supplemented by graduate training in public administration.

Experience: Five years of progressively responsible experience in utilities planning, coordinating, and financing.

Supplemental Information

Medical Category: Group 4

Desirable Special Requirement

Possession of a certificate of registration as a professional civil or electrical engineer.

Necessary Special Requirement

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

Career Advancement Opportunities

From: Utilities General Manager

To: City Manager