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EMPLOYMENT AGREEMENT

Chief Financial Officer/City Treasurer

(Non-Classified)

THIS AGREEMENT is made and entered into this 29th day of June, 2023, 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 KRISTIE THOMAS, 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 CHIEF FINANICAL OFFICER/CITY TREASURER; and

WHEREAS, Employee desires to serve in the capacity of CHIEF FINANICAL OFFICER/CITY TREASURER; and

WHEREAS, Employee understands, acknowledges and agrees that the position of CHIEF FINANICAL OFFICER/CITY TREASURER 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 CHIEF FINANICAL OFFICER/CITY TREASURER, 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

1 WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by
2 which City shall receive and retain the services of Employee and to provide for terminating
3 Employee's services at such time as the City Manager in his/her sole and unfettered discretion
4 may desire to terminate Employee.

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

7 **SECTION 1. DUTIES.**

8 The City Manager hereby agrees to employ Employee as CHIEF FINANCIAL
9 OFFICER/CITY TREASURER to perform the functions and duties as specified in the
10 classification specification Job Code #8330, attached hereto as Exhibit "A" and made a part
11 hereof.

12 **SECTION 2. TERM.**

13 A. Effective June 9, 2023, Employee agrees to fulfill the functions and duties of
14 CHIEF FINANCIAL OFFICER/CITY TREASURER of the City of Riverside.

15 B. Services provided by Employee shall commence on June 9, 2023, and shall
16 continue upon such terms and conditions as set forth herein and as may be mutually negotiated
17 by amendment to this Agreement.

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

21 D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the
22 right of Employee to resign at any time from the position as CHIEF FINANCIAL
23 OFFICER/CITY TREASURER, subject only to the provisions set forth in Section 3 below.

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

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SECTION 3. TERMINATION/MODIFICATION.

A. Employee understands, acknowledges, and agrees that pursuant to Section 2.C., 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 CHIEF FINANCIAL OFFICER/CITY TREASURER, 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 CHIEF FINANCIAL OFFICER/CITY TREASURER. 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 breach 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 CHIEF FINANCIAL OFFICER/CITY TREASURER, then, in that event, Employee agrees to provide the City Manager with two (2) weeks prior written notice of said termination.

1 E. In the event City Manager desires to terminate this Agreement during which time
2 Employee is ready, willing and able to perform the functions and duties set forth herein, then in
3 that event, City Manager agrees to Pay Employee, in addition to any other amount that may be
4 due at the time of termination of this Agreement, a lump sum cash payment equal to six (6)
5 months of Employee's then current aggregate salary.

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

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

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

15 **SECTION 4. SALARY.**

16 City agrees to pay Employee pursuant to the salary range of the classification
17 "CHIEF FINANCIAL OFFICER/CITY TREASURER" as set forth in Riverside City Council
18 Resolution No. 21052 as the same now exists or may hereafter be amended. Effective June 9,
19 2023, Employee shall receive an annual salary of *Two-Hundred Forty Thousand Dollars*
20 (\$240,000.00), payable in the same manner and time as are all other employees of City.

21 **SECTION 5. FRINGE BENEFITS.**

22 A. Effective June 9, 2023, Employee shall accrue vacation leave at the rate of 7.69
23 hours per pay period (200 hours annually) as said pay periods are established by City.

24 B. Effective June 9, 2023, Employee shall accrue sick leave at the rate of 3.70 hours
25 per pay period as said pay periods are established by City.

26 C. All actions taken by City relating to fringe benefits as hereinafter defined shall be
27 considered actions including and applying to Employee. The term "fringe benefits", as used
28 herein are set forth in City's Personnel Policy and Procedure Manual and the Fringe Benefits and

1 Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and include
2 vacation and sick leave, holidays, retirement (PERS) benefits and payments, health, dental and
3 life insurance, and deferred compensation. In addition, City shall make available a long-term
4 disability insurance plan for Employee, as the same is provided to other City employees in the
5 classified management ranges.

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

11 **SECTION 6. PERFORMANCE EVALUATION.**

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

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

16 Employee shall receive an automobile allowance of *Three Hundred Fifty Dollars*
17 (\$350.00) per month or as may be modified in the future. Employer shall also provide parking at
18 no cost to Employee.

19 **SECTION 8. WORK LIFE BALANCE.**

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

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

28 The City Manager, in consultation with Employee, may fix such other terms and

1 conditions of employment as they may determine from time to time, relating to the duties and
2 performance of Employee, provided such terms and conditions are not inconsistent with or in
3 conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law,
4 ordinance, resolution or regulation. The City Manager can exercise his/her discretion in
5 imposing discipline short of termination when, in his/her sole discretion, he/she deems it
6 appropriate.

7 **SECTION 10. NOTICES.**

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

14 **SECTION 11. NONDISCRIMINATION.**

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

22 **SECTION 12. ENTIRE AGREEMENT.**

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

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27 [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





Kristie Thomas
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 #8330

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Chief Financial Officer/City Treasurer (Non-Classified)

Class Code:
8330

Bargaining Unit: Executive

City of Arts & Innovation
CITY OF RIVERSIDE
Revision Date: Aug 9, 2016

DEFINITION:

Under executive direction, to plan, organize, manage and direct centralized accounting and financial administration programs; to provide administrative direction to other centralized services such as purchasing, risk management, budget and program analyses; may serve as City Controller and City Treasurer; and 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 Assistant City Manager. Exercises general direction over professional, paraprofessional and administrative support staff.

Reports To: Assistant City Manager

EXAMPLES OF DUTIES:

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

- Develop and implement goals, objectives, policies and priorities.
- Direct the general accounting activities of the municipality including the maintenance of general ledgers and related subsidiary records.
- Prepare financial reports reflecting the financial status of the various departments of the municipality including redevelopment, housing, parking, grants, public utilities, and others as appropriate.
- Develop and maintain internal accounting controls.
- Plan, develop, implement and administer the cash management and investment program.
- Administer the City's insurance program, business license program and centralized purchasing.
- Assist the City Manager in preparation of the annual operating capital improvement budget.
- Forecast City revenues, expenditures and year-end balances.
- Coordinate and conduct municipal bond sales.
- Respond to requests for information, reports or action from the City Manager, City Council, Department Heads, news media and citizens regarding fiscal matters.
- Prepare special financial reports, studies and analyses.
- Direct preparation of the annual financial report, State Controller report and other reports required by law.
- Coordinate Finance Department activities with the City Manager's office, other City departments and outside agencies.
- Supervise, train and evaluate subordinate professional and administrative support staff.
- Perform other related duties as assigned.

KNOWLEDGE, SKILLS & ABILITIES:

Knowledge of:

- Principles, practices and methods of modern accounting and auditing.
- Principles and practices of financial administration including budgeting and reporting.
- Modern office practices, procedures, methods and equipment.
- Modern principles and practices in purchasing and stores, treasury management, and risk management.
- Application of data processing in the maintenance of accounting records and financial administration.
- Municipal debt administration. Budget preparation, program analyses and revenue forecasting.
- Principles and practices of organization, administration, budget and personnel management.

Ability to:

- Develop, revise and install accounting systems and procedures.
- Prepare varied financial statements, reports and analyses.
- Plan, organize, supervise and review large complex operations as they relate to accounting, finance, treasury and budgeting activities.
- Communicate clearly and concisely, orally and in writing.
- Analyze a variety of administrative and financial problems and develop effective solutions.

MINIMUM QUALIFICATIONS:

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 course work in finance, accounting, business administration, economics or closely related field.

Experience: Ten years' progressively responsible administrative and management experience in accounting and financial work.

SUPPLEMENTAL INFORMATION:

Medical Category: Group 1

Necessary Special Requirement

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

Career Advancement Opportunities

From: Chief Financial Officer/City Treasurer

To: Assistant City Manager