EMPLOYMENT AGREEMENT

ASSISTANT CITY MANAGER

(Non-Classified)

THIS AGREEMENT is made and entered into this 7th day of July, 2026, 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 GILBERTO HERNANDEZ, 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 ASSISTANT CITY MANAGER and

WHEREAS, Employee desires to serve in the capacity of ASSISTANT CITY MANAGER; and

WHEREAS, Employee understands, acknowledges and agrees that the position of ASSISTANT CITY MANAGER 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 ASSISTANT CITY MANAGER, 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

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WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by 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 ASSISTANT CITY MANAGER to perform the functions and duties as specified in the classification specification Job Code #9770, attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. TERM.

A. Effective July 3, 2026, Employee agrees to fulfill the functions and duties of ASSISTANT CITY MANAGER of the City of Riverside.

B. Services provided by Employee shall commence on July 3, 2026 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 ASSISTANT CITY MANAGER, 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.

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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 ASSISTANT CITY MANAGER, 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 ASSISTANT CITY MANAGER. 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 ASSISTANT CITY MANAGER 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

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that event, City Manager agrees to Pay Employee, in addition to any other amount that may be due at the time of termination of this Agreement, a lump sum cash payment equal to one (1) months salary (exclusive of fringe benefits) for each year of service to the City up to a maximum of six (6) month's 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 "ASSISTANT CITY MANAGER" as set forth in Riverside City Council Resolution No. 21052 as the same now exists or may hereafter be amended. Effective July 3, 2026, Employee shall receive an annual salary of *Three Hundred Thirty Three Thousand Two Hundred Sixty Four Dollars* ($333,264.00*)*, payable in the same manner and time as are all other employees of City.

SECTION 5. FRINGE BENEFITS.

A. Effective July 3, 2026, Employee shall accrue vacation leave at the rate of 7.70 hours per pay period (200 hours annually) as said pay periods are established by City

B. Effective July 3, 2026, 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 ASSISTANT CITY MANAGER 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. AUTOMOBILE ALLOWANCE/PARKING.

E. 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 7. 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 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

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performance of Employee, provided such terms and conditions are not inconsistent with or in 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"

Gilberto Hernandez

Gilberto Hernandez
Employee

CITY OF RIVERSIDE

Edward Enriquez
Acting City Manager

Attest

Donesia Gause
City Clerk

Approved as to Form:

Rebecca Mckee-Reimbold
Rebecca Mckee-Reimbold (Jul 7, 2026 08:18:30 PDT)

Rebecca McKee-Reimbold
Interim City Attorney

CAO TEMPLATE
2/22/22 sw TEMPLATES-16

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EXHIBIT A
Classification Specification Job Code #9770

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City of Riverside

Assistant City Manager

CLASS CODE	9770	**SALARY**	$92.08 - $167.13 Hourly $15,961.00 - $28,969.00 Monthly $191,532.00 - $347,628.00 Annually
BARGAINING UNIT	Executive	**REVISION DATE**	February 24, 2022

Definition

To perform highly responsible and complex professional administrative work while assisting the City Manager in the development and control of the operational goals and objectives for all City departments in accordance with the City Charter and City Council directives; to provide leadership in policy formation and implementation of policies and procedures; to promote effective and efficient operations throughout the organization by facilitating interdepartmental cooperation and sharing of resources; to provide responsible staff assistance to the City Manager and City Council; to serve as acting City Manager as required; and to do related work as required.

Supervision Received and Exercised

Receives general direction from the City Manager. Exercises general direction and initiative over executive, administrative, technological, professional and administrative support staff.

Reports To: City Manager

Examples of Duties

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

- Plan, coordinate and participate in the development and implementation of Citywide strategic plan, goals, objectives, policies and principles.
- Conduct studies, surveys, and collect information on difficult operational and administrative problems, analyze findings and prepare reports of practical solutions for review by the City Manager.
- Confer with department heads and employees regarding policy and procedural changes.
- Participate in the preparation of the annual operating and capital improvement budgets and in budget control activities.
- Review and approve Council reports, position requests, purchase requisitions, invoices, salary studies, salary increases, and other administrative requests.
- Represent the City in labor relations matters, participating in meet and confer sessions with various employee organizations. May act as hearing officer in grievances and/or disciplinary matters.

- Attends Council meetings, closed sessions and briefings and informs and advises Council regarding reports and recommendations submitted or projects under consideration.
- Coordinate operating department responses to City Council requests; disseminate information and assist departments with City Council directives; update the City Council on the status of projects.
- Analyze, interpret and implement Citywide policies and procedures.
- May serve as Acting Department Head when there is a vacancy.
- May serve as Deputy Emergency Operations Center (EOC) Director or EOC Director in the event of a disaster or EOC activation.
- Coordinate activities of the City Manager's office with City Departments, divisions and with outside agencies.
- Meet with Elected Officials, regional and community representatives to review services, goals and issues involving the City; investigates and resolves complaints.
- Analyze, monitor and suggest recommendations on regional and county wide issues with potential City impacts.
- Supervise, train and evaluate staff.
- Serve as Acting City Manager as assigned.

Knowledge, Skills & Abilities

Knowledge of:

- Current federal, state and local legislation pertaining to municipal management.
- Application of strategic planning and action.
- Functions, principles, practices and techniques of public administration.
- Principles and practices of management and supervision.
- Application of strategic planning and action.
- Personnel practices and labor relations.

Ability to:

- Analyze a variety of administrative problems and to make sound policy and procedural recommendations.
- Communicate clearly and concisely, orally and in writing with a diverse population and cultures.
- Properly interpret and make decisions in accordance with laws, regulations and policies.
- Prepare complete and accurate reports.
- Plan, organize, develop and implement projects and programs with minimal supervision and direction.
- Interpret and apply the policies, procedures, laws, codes and regulations pertaining to legislative programs and functions.

Minimum Qualifications

Education*:* A Bachelor's degree from an accredited college or university with major work in public administration or a closely related field. A Master's degree is highly preferred and may substitute for two years of the required experience.

Experience*:* Ten years of progressively responsible administrative managerial or leadership experience in municipal government which includes three (3) years as a director, deputy director or other senior management level.

Supplemental Information

Medical Category: Group 1

Career Advancement Opportunities

From: Assistant City Manager

To: City Manager

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Final Audit Report 2026-07-08

Created:	2026-07-07
By:	James Macalma (jmacalma@riversideca.gov)
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Signer Rebecca Mckee (rmckee@riversideca.gov) entered name at signing as Rebecca Mckee-Reimbold
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