INTERIM CITY MANAGER AGREEMENT
[THOMAS R. HATCH]

This Interim City Manager Agreement ("Agreement") is made and entered into as of July 31, 2026, by and between the City of Riverside ("City"), a California Charter city and municipal corporation, and Thomas R. Hatch ("Retiree"), an individual, on the terms and conditions contained herein. City and Retiree are sometimes referred to in this Agreement individually as "Party" and collectively as "Parties."

RECITALS

A. City desires to employ the services of Retiree as its Interim City Manager to carry out the duties and responsibilities of the City Manager position as provided for by the Riverside City Charter and Municipal Code, and applicable state law, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

B. Retiree desires to accept employment as Interim City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement. Government Code Sections 21221(h) and 7522.56 are incorporated into this Agreement by reference.

C. Retiree's employment is authorized by Government Code Sections 7522.56 and 21221(h), which permit the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits, so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for other all CalPERS employers, unless an exception applies, and satisfies the other requirements of Government Code Sections 21221(h) and 7522.56.

D. The City Council appointed Retiree as Interim City Manager at its July 28, 2026, meeting, as required pursuant to Government Code Section 21221(h).

E. Retiree represents that he is a retired annuitant of CalPERS within the meaning of Government Code Sections 7522.56 and 21221(h) ("Statutes") and acknowledges that his compensation is statutorily limited as provided in Government Code Sections 21221(h) and 7522.56. With the execution of this Agreement, Retiree affirms that he has not received unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement.

F. The City has determined that it is necessary to hire Retiree, a CalPERS retiree, because the position of Interim City Manager requires specialized skills, and Retiree, by virtue of his significant experience as city manager, has those special skills.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the Parties agree as follows:
\

1. Position and Duties.

1.1 Position. Retiree accepts employment with City as its Interim City Manager and shall perform all functions, duties and services set forth in Section 1.4, "Duties," of this Agreement. Retiree shall provide service at the direction and under the supervision of the City Council. It is the intent of the Parties that Retiree, as the Interim City Manager, shall keep the City Council fully apprised of all significant ongoing operations of City. Toward that end, Retiree shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of the City.

1.2 Term. This Agreement shall become effective on July 31, 2026 and shall end on July 31, 2027. This Agreement shall expire upon whichever of the following events occurs first: (i) upon the employment commencement date of a regular City Manager employed by City; (ii) the end of the term of this Agreement; or (iii) upon termination of this Agreement by either Retiree or City as provided in Section 4, "Termination," of this Agreement.

1.3 At-Will. Retiree acknowledges that he is an at-will, temporary employee of City who shall serve at the pleasure of the City Council at all times during the period of his service hereunder. Nothing in this Agreement is intended to, or does, confer upon Retiree any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2, "Term," or Section 4, "Termination," of this Agreement. Further, nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of City to terminate the services of Retiree, as provided in Section 1.2, "Term," or Section 4, "Termination," of this Agreement.

1.4 Duties. Retiree shall perform those duties and have those responsibilities that are commonly assigned to a city manager of a city in California, and as may be further set forth in the City's Charter and Municipal Code, as well as those duties set forth in the City's classification specification for City Manager.

1.5 Hours of Work. Retiree shall devote the time necessary to adequately perform his duties as Interim City Manager. It is recognized that Retiree will devote a great deal of time outside the normal office hours-schedule, and to that end, he shall be allowed to establish an appropriate work schedule recognizing that the normal City work schedule is generally Monday through Friday, 8:00 AM to 5:00 PM. However, in no event shall Retiree be required to work in excess of 960 hours per fiscal year for City, including hours worked for other CalPERS agencies during such fiscal years, unless an exception applies.

2. Compensation.

2.1 Rate of Pay. For all services performed by Retiree as the Interim City Manager under

this Agreement, City shall pay Retiree compensation at the rate of One Hundred Ninety-Five Dollars and Five Cents ($195.05) per hour, which is amount of the salary for the City Manager position on the City's publicly available salary schedule, according to the payroll schedule in place for City employees paid bi-weekly subject to the limitations provided below.

2.1.1 Compliance with CalPERS requirements. It is the intent of the Parties to compensate Retiree only to the extent permitted under Government Code Sections 21221(h) and 7522.56, corresponding CalPERS regulations, and CalPERS' administrative guidance. The Rate of Pay set forth above is based on the salary limitations established by Ca1PERS and is not less than the minimum, nor in excess of the maximum, paid by the City to other employees performing comparable duties (divided by 173.333 to equal an hourly rate) as listed on the City's publicly-available pay schedule. Such compensation shall be Retiree's sole compensation for his service under this Agreement. Notwithstanding the foregoing, the City shall cover the Retiree under its workers' compensation program.

2.1.2 Recordation and Reporting of Hours Worked. Retiree will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for City to Ca1PERS as may be required. City shall assist in any such reporting obligations to Ca1PERS. Additionally, Retiree shall keep City continually apprised of any hours worked by Retiree for other CalPERS agencies during the term of this Agreement.

2.2 Benefits.

2.2.1 No Benefits. Pursuant to Government Code Sections 21221(h) and 7522.56, related CalPERS regulations, and CalPERS' administrative guidance, Retiree shall not receive from City any benefits City commonly provides to its employees unless required by federal or state law, including without limitation, health, dental, or vision insurance coverage, life insurance, deferred compensation, disability insurance, unemployment insurance, mobile device stipend, vehicle allowance, gym programs, employee assistance programs, and similar benefits.

2.3 Reimbursement. City shall reimburse Retiree for authorized, reasonable and necessary travel expenses incurred by Retiree in the performance of his duties pursuant to this Agreement, but does not include commute time to drive to/from work. Retiree shall document and claim said reimbursement for such travel in the manner and forms required by the City. All reimbursements shall be for actual expenses and shall be subject to and in accordance with California and federal law and City's adopted reimbursement policies. Such reimbursements shall not be reported to CalPERS. Other than as specifically provided herein, Retiree shall receive no other compensation or reimbursements for expenses incurred by him in the performance of his duties pursuant to this Agreement.

3. Vacation and Leave.

3.1 No Leave. Retiree and City agree that Retiree, in accordance with Government Code Section 21221(h) and 7522.56, related CalPERS regulations, and CalPERS' administrative guidance, shall not be provided or accrue any personal time off, vacation, sick leave, management time off, paid holidays or similar leave benefits, unless required by federal or state law.

4. Termination.

4.1 By City. This Agreement may be terminated by City for any reason by providing written notice to Retiree of such termination. City's only obligation in the event of such termination will be payment to Retiree of all compensation then due and owing as set forth in Section 2.1, "Rate of Pay," up to and including the date of the notice or last day worked. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements, or if doing so will preclude a violation of Government Code Sections 7522.56 or 21221(h). The Agreement shall also terminate when the new City Manager is hired and begins employment.

4.2 By Retiree. This Agreement may be terminated by Retiree for any reason thirty (30) days after providing written notice to City of such termination. City shall have the option, in its complete discretion, to make Retiree's termination effective at any time prior to the end of such period, provided City pays Retiree all compensation as set forth in Section 2.1, "Rate of Pay," then due and owing him through the last day actually worked.

4.3 No Notice for Expiration. Nothing in this Section 4, "Termination," shall be construed to require either party to give advance written notice in order for the Agreement to expire as set forth in Section 1.2, "Term."

4.4 Termination Obligations. Retiree agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to City and shall be returned promptly to City upon termination of Retiree's employment. Retiree's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5. Confidential Information.

"Confidential Information" shall include, but not be limited to, all information or material that Retiree learns of or obtains during his employment with City as Interim City Manager that is or was confidential or privileged by virtue of it having been discussed or presented in a duly-noticed closed session meeting of the City Council, or otherwise privileged and/or confidential under applicable law, including but not limited to personnel information, information pertaining to on-going or potential litigation, information learned in the context of the attorney-client relationship with the City Attorney or special counsel to the City. Confidential Information as defined includes, but is not limited to, all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, internal processes and procedures, and other information disclosed or submitted, orally, in writing, or by any other media, to Retiree by City. Nothing herein shall require City to disclose any of its information to Retiree.

During his employment with City as Interim City Manager, Retiree shall use and disclose Confidential Information only for the benefit of City and as is, or may be, necessary to perform his job responsibilities under this Agreement. Following the termination of this Agreement, Retiree shall not use or disclose any Confidential Information, except with the express written consent of

City. Retiree's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Conflict of Interest.

To the extent that Retiree has an interest, direct or indirect, financial or otherwise, which would materially conflict, as shall be determined by the City Attorney, in any manner or interfere in any way with the performance of services under this Agreement, Retiree shall notify the Mayor of the conflict in advance of, and shall refrain from participating in, any action to be taken by the City on such matter.

7. General Provisions.

7.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

7.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to City at the address below, and or at the last known address maintained in Retiree's personnel file. Retiree agrees to notify City in writing of any change in his address during his employment with City. Notice of change of address shall be effective only when accomplished in accordance with this Section.

To City:

City of Riverside
3900 Main Street
Riverside, CA 92522
Attention: Mayor Pro Tem

To Retiree:
Thomas R. Hatch
[Address on file]

7.3 Indemnification. Subject to, in accordance with, and to the extent provided by the California Government Claims Act (Gov. Code Section 810 *et seq.*], City will indemnify, defend, and hold Retiree harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Retiree's tenure as Interim City Manager, except that this provision shall not apply with respect to any intentional tort or crime committed by Retiree, or any actions outside the course and scope of his employment as Interim City Manager. City shall obtain and keep in full force and effect liability insurance, or self-insurance coverage of commensurate amounts, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to ensure fulfillment of this hold harmless and indemnification clause.

7.4 Bonding. City shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any law or ordinance.

7.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of Retiree's employment by City. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Retiree, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of City, now or in the future, apply to Retiree and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.6 Amendments. This Agreement may not be amended except in a written document signed by Retiree, approved by the City Council and signed by the City's Mayor.

7.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.8 Assignment. Retiree shall not assign any rights or obligations under this Agreement. City may, upon prior written notice to Retiree, assign its rights and obligations hereunder.

7.9 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.10 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

7.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

7.12 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7.13 Acknowledgment. Retiree acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

7.14 Digital and Counterpart Signatures. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed on its behalf by its Mayor Pro Tem and duly attested to by its City Clerk, and Retiree has signed and executed this Agreement, as of the date first indicated above.

RETIREE:

Thomas R. Hatch
Thomas R. Hatch (Jul 31, 2026 13:06:01 PDT)

Thomas R. Hatch

CITY OF RIVERSIDE

Clarissa Cervantes (Aug 4, 2026 01:10:20 PDT)

Clarissa Cervantes
Mayor Pro Tem

APPROVED AS TO FORM:

James Johnson (Aug 3, 2026 13:27:57 PDT)

City Attorney

ATTEST:

Donesia Gause
City Clerk