EMPLOYMENT AGREEMENT
Fire Chief

(Non-Classified)

THIS AGREEMENT is made and entered into this 24th day of October, 2024, 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 STEVEN MCKINSTER, 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 FIRE CHIEF; and

WHEREAS, Employee desires to serve in the capacity of FIRE CHIEF; and

WHEREAS, Employee understands, acknowledges and agrees that the position of FIRE CHIEF 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 FIRE CHIEF, 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 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

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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 FIRE CHIEF to perform the functions and duties as specified in the classification specification Job Code #2170, attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. TERM.

A. Effective October 10, 2024, Employee agrees to fulfill the functions and duties of FIRE CHIEF of the City of Riverside.

B. Services provided by Employee shall commence on October 10, 2024, 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 FIRE CHIEF, 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., 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

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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 FIRE CHIEF, 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 FIRE CHIEF. 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 FIRE CHIEF, 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 provide Employee with severance pay representing one (1) month's salary (exclusive of fringe benefits) for each year of service to the City up to a maximum of six (6) month's salary.

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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 "FIRE CHIEF" as set forth in Riverside City Council Resolution No. 21052 as the same now exists or may hereafter be amended. Effective October 10, 2024, Employee shall receive an annual salary of *Three-Hundred Thirty-One Thousand Nine-Hundred Five Dollars* ($331,905.00), payable in the same manner and time as are all other employees of City.

SECTION 5. FRINGE BENEFITS.

A. Effective October 10, 2024, 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 October 10, 2024, 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 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.

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D. Employee understands, acknowledges, and agrees that the position of FIRE CHIEF 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 the use of a city-owned vehicle and fuel as set forth in the Fringe Benefits and Salary Plan No. 21052. Employer shall also provide parking at no cost to Employee.

SECTION 8. DEFERRED COMPENSATION.

The City will make a monthly deferred compensation employer contribution to the 401a-plan of Two Hundred Fifty Dollars ($250.00) provided the employee contributes at least Twenty-Five Dollars semimonthly. The employer contributions will cease upon termination of the Employee's employment.

SECTION 9. 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 10. 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 11. 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 12. 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 13. 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.

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SECTION 14. 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"

Steven McKinster
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 #2170

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City of Riverside

Fire Chief (Non-Classified)

CLASS CODE	2170	**BARGAINING UNIT**	Executive
REVISION DATE	September 21, 2011		

Definition

Under executive direction, to plan, organize, and direct the activities of the City's Fire Department including fire suppression, prevention, and supportive services; to provide highly responsible and technical staff assistance to the City Manager and City Council; and to do related work as required.

Distinguishing Characteristics

This is the executive level classification in the Fire Management series. The incumbent is expected to assume overall responsibility for all facets of municipal Fire Department programs and activities, including providing leadership in establishing general direction, goals, and priorities. The incumbent works under direction and exercises independent judgment in the performance of a variety of professional, complex, and difficult duties.

Positions that are 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, technical, protective service, and clerical staff.

Reports To: City Manager and/or Assistant City Manager

Examples of Duties

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

- Plan, develop, and implement policies, goals, objectives, and priorities.
- Plan, direct, coordinate, organize, and supervise the departmental operations of fire suppression and prevention activities.
- Coordinate and direct the provision of departmental support services of alarm and equipment maintenance, in-service training, and fire inspection maintaining departmental efficiency and effectiveness.
- Respond to major fire alarms and personally direct fire suppression activities.
- Direct and personally conduct major fire investigations.
- Direct and coordinate fire inspection activities and manage the enforcement of fire prevention ordinances and state laws.
- Prepare a variety of technical and departmental activities reports and records.
- Prepare and administer the departmental annual budget.
- Respond to the most difficult complaints and requests for information.
- Represent the city in relationships with the public, community groups, professional organizations, other city departments and divisions, and outside agencies.
- Coordinate Fire Department activities with other city departments and divisions, and with outside agencies.
- Select, supervise, train and evaluate staff.

Knowledge, Skills & Abilities

Knowledge of:

- Principles, practices, methods, and techniques or modern fire prevention suppression activities.
- Operation, maintenance, and uses of firefighting apparatus and equipment.
- Principles and practices of modern municipal fire department administration and personnel training.
- Applicable laws, rules, regulations, ordinances, and codes pertaining to fire prevention, inspection, and suppression.

Ability to:

- Plan, direct, and organize fire prevention, suppression and support activities.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Communicate clearly and concisely, orally, and in writing.
- Supervise, train, and evaluate subordinates.
- Formulate and administer sound departmental policy.

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 work in fire science, public administration or a closely related field.

Experience: Five years' increasingly responsible supervisory and administrative experience at the level of Fire Battalion Chief or above.

Supplemental Information

Medical Category: Group 3

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

Career Advancement Opportunities
From: Fire Chief
To: Assistant City Manager

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

FIRE CHIEF

Non-Classified

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is entered into this 16th day of January, 2026, by and between the City Manager, on behalf of the CITY OF RIVERSIDE, a California charter city and municipal corporation (hereinafter referred to as "City") and STEVEN MCKINSTER (hereinafter referred to as "Employee).

This First Amendment to Employment Agreement is made with reference to the following recitals:

WHEREAS, City and Employee entered into an Employment Agreement on October 10, 2024, whereby City hired Employee as FIRE CHIEF and

WHEREAS, City and Employee desire to amend the provisions of the Employment Agreement.

WHEREAS, the parties hereto mutually agree that said Employment Agreement is amended to read as follows:

1. Section 5, FRINGE BENEFITS

Effective January 2, 2026, the City shall make a One Hundred Dollars ($100.00) city contribution toward the retiree medical trust fund established by the Firefighter's Association on behalf of the Fire Chief.

2. All terms and conditions of the Employment Agreement between the parties hereto dated January 2, 2026, shall remain in full force and effect and are hereby incorporated by reference into this First Amendment as though set forth in full herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Employment Agreement the day and year first written above.

CITY OF RIVERSIDE,
a California charter city and municipal corporation

By: Charles M. Farrell
City Manager

EMPLOYEE

By: Steve Mckinster
Steve Mckinster (Jan 15, 2026 12:37:24 PST)
Print Name: 1/15/2026

ATTESTED TO:

By: _____
City Clerk

APPROVED AS TO FORM:

By: Rebecca Mckee-Reimbold
Rebecca Mckee-Reimbold (Jan 15, 2026 15:19:46 PST)
Assistant City Attorney

312951 SDW 12/15/25

FireDepartment_McKinsterSteven_FirstAmendment_EmploymentAgreement_312951_SDW

Final Audit Report 2026-01-16

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By:	James Macalma (jmacalma@riversideca.gov)
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Agreement completed.
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