

FIRST AMENDMENT TO  
CITY OF RIVERSIDE  
CITY MANAGER AT WILL EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT ("First Amendment") is made and entered into this 18th day of June, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and Phaedra A. Norton ("Employee") an individual, with respect to the following:

**RECITALS**

WHEREAS, on or about July 27, 2021, the City and Employee entered into the Employment Agreement between City of Riverside and Phaedra Norton as City Attorney (At-Will and Non-Classified Position) ("Agreement"), effective July 20, 2021 with a three year term expiring on July 20, 2024; and

WHEREAS, the City and Employee wish to extend the term of the Agreement by an additional two years, to expire on July 20, 2026, and to add additional salary and certain benefits to that Agreement.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section 2, "Effective Date and Term", is hereby amended to extend the term of the Agreement by an additional two years, through July 20, 2026.

2. Employee is granted a Three Percent (3%) merit increase, effective July 19, 2024, payable in the same manner and time as are all other employees of the City under Riverside City Resolution 21052.

3. Deferred Compensation: In Year Two of the extended term of the Agreement, starting with the first pay period following July 1, 2025, dependent upon performance, City will make a deferred compensation contribution equal to 457 plan Annual IRS limit into 401A or 457 plan. The amount of the Employer Contribution to the 401 (a) Defined Contribution Plan or 457 Plan shall be determined for each calendar year based on:

- a) The annual elective deferral limit for governmental 457(b) deferred compensation plans within the meaning of Section 457(b)(2)(A) of the Internal Revenue Code ("IRC"), as adjusted for the cost-of-living in accordance with Section 457(e)(15) of the IRC, plus
- b) Age-50 Catch-Up amount for the year as defined in Section 414(v)(2)(B) of the IRC, as adjusted for the cost-of-living in accordance with Section 414 (v) (2) (C) of the IRC.

The annual amount will be deposited into the 401(a) Plan in 24 equal installments throughout the year. The Employer contributions will cease upon termination of Employee's employment.

4. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this First Amendment, shall remain in full force and effect as if fully set forth herein.

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

EMPLOYER:  
CITY OF RIVERSIDE,  
a California charter city and municipal  
corporation

EMPLOYEE:

By: Patricia Lock Dawson  
PATRICIA LOCK DAWSON  
Mayor

By: Phaedra A Norton  
PHAEDRA A. NORTON

By: Steve Hemenway  
STEVE HEMENWAY  
Mayor Pro Tem

Attest: Donesia Gause  
DONESIA GAUSE  
City Clerk

Approved as to Form:

By: Susan D. Wilson  
Susan D. Wilson  
Assistant City Attorney