EMPLOYMENT AGREEMENT BETWEEN CITY OF RIVERSIDE AND JAMES JOHNSON AS CITY ATTORNEY (AT-WILL AND NON-CLASSIFIED)

THIS AGREEMENT is made and entered into this 23rd day of June, 2026, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "CITY" or "EMPLOYER", and JAMES JOHNSON, hereinafter referred to as "EMPLOYEE", both of whom understand as follows:

RECITALS

A. The Riverside City Council ("City Council") engaged in an extensive recruitment process for the position of City Attorney.

B. After carefully evaluating Employee's knowledge, experience, administrative skills, and abilities finds Employee possesses the requirements necessary for the position of City Attorney, which office was created pursuant to Article VII, Section 702 et seq. of the City of Riverside City Charter.

C. Pursuant to Riverside Municipal Code section 2.36.040(B) the City Council, at its regularly scheduled meeting, on June 16, 2026, voted to appoint Employee to the position of City Attorney.

D. The Parties mutually agree that this Agreement reflects the terms and conditions under which the parties intend and desire to employ.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Employee agree as follows:

SECTION 1. AT WILL EMPLOYMENT, DUTIES, AND AUTHORITY.

Employer agrees to employ Employee as City Attorney upon the effective date of this at-will Employment Agreement. Employee agrees to accept employment as the City Attorney of the City of Riverside pursuant to the terms and conditions of this at-will Employment Agreement and agrees to exercise the powers and authority and to perform the functions and duties specified in the City of Riverside City Charter, the Municipal Code and all relevant resolutions, rules, regulations, procedures, applicable job description(s) and state codes, as now existing or hereafter amended.

Employee shall exercise such power and authority and perform such other functions and duties, not inconsistent with this Agreement, as Employer, by and through its City Council, may legally assign.

SECTION 2. DUTIES.

The City hereby agrees to employ Employee as City Attorney to perform the functions and duties as specified in the classification specification Job Code #8990, attached hereto as Exhibit "A" and made a part hereof.

SECTION 3. TERM.

A. Effective July 17, 2026, Employee agrees to fulfill the functions and duties of City Attorney of the City of Riverside and shall remain in effect for a period of three (3) years from the effective date, unless otherwise terminated pursuant to the provisions stated herein. This Agreement may be extended upon mutual agreement of the parties. During the term of the Agreement, the Employee shall be a full-time CITY ATTORNEY.

B. Services provided by Employee shall commence on July 17, 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 Council to terminate the services of Employee at any time subject only to the provisions set forth in Section 4 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 City Attorney, subject only to the provisions set forth in Section 4 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 Council.

SECTION 4. TERMINATION/MODIFICATION.

A. Employee understands, acknowledges, and agrees that pursuant to the below sections, above, the City Council may terminate this Agreement at any time with or without cause or advance notice by the City Council. The City Council 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 City Attorney, 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 City Attorney. 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” shall mean any of the following:

1. Willful misconduct;
2. Gross negligence;
3. Theft;
4. Gross failure to adequately perform material job duties after written notice and a reasonable opportunity to cure;
5. Willful abandonment of duties;
6. Dishonesty in performing job duties that is materially injurious to the City;
7. Material violation of the City’s written policies or rules;
8. Gross conduct that materially and adversely reflects upon the City;
9. Conviction of a felony or any crime involving dishonesty, moral turpitude, deceit, or fraud;
10. Any willful act that materially injures the reputation of the City;
11. Gross violation of any fiduciary duty;
12. Gross violation of any duty of loyalty;
13. Conviction of any crime involving an “abuse of office or position” as defined in Government Code section 53243.4;
14. Repeated failure to carry out lawful directives of the City Council made by the City Council as a body after written notice and a reasonable opportunity to cure; or
15. Any grossly negligent action or inaction that materially and adversely: (a) impedes or disrupts City operations, (b) is detrimental to employees or public safety, or (c) violates properly established rules or procedures of the City.
16. Breach of this Agreement

D. In the event Employee desires to terminate this Agreement during such time as the City Council desires Employee to continue in the capacity of City Attorney, then, in that event, Employee agrees to provide the City Council with two (2) weeks prior written notice of said termination.

E. In the event City Council 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 Council 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 twelve (12) months of Employee's then current aggregate salary and the then applicable calendar year 401(a) contribution on the Effective Date of termination (collectively "Severance").

F. Employee understands and agrees that the City Council may terminate this Agreement any time with or without cause or advanced notice by the City Council, and without right of challenge or appeal right of any kind whatsoever. For the purpose of this

Agreement, termination shall occur when a majority of the City Council votes to terminate the Employee without cause at a duly authorized public meeting or when a super majority (five (5) affirmative votes) of the City Council votes to terminate the Employee for cause (per Section 4(C)) at a duly authorized public meeting.

The Employee shall not be terminated during the 60-day period preceding or following any City election for membership on the City Council, or during the 60-day period preceding or following any change of membership of the City Council. Consistent with best practices in municipal governance, the parties agree that stability in key charter officer positions promotes effective administration and public trust.

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 Council.

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 5. SALARY.

City agrees to pay Employee pursuant to the salary range of the classification "City Attorney" as set forth in Riverside City Council Resolution No. 21052 as the same now exists or may hereafter be amended. Effective July 17, 2026, Employee shall receive an annual salary of $372,624, payable in the same manner and time as are all other employees of City. Thereafter, Employee' s salary shall be eligible for a three percent (3%) annually upon satisfactory performance evaluation.

SECTION 6. FRINGE BENEFITS.

A. Effective July 17, 2026, Employee shall accrue vacation leave at the rate of 7.69 hours per pay period (200 hours annually) as said pay periods are established by City.

B. Effective July 17, 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 vacation, sick leave, administrative leave, holidays, retirement (PERS) benefits and payments, health, dental and life insurance, deferred compensation, and City automobile or automobile allowance. 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 Executive Group. In the event the benefits in the City’s Fringe Benefits and Salary Resolution No. 21052 conflict with those offered by this contract, this contract shall govern.

D. Employee understands, acknowledges, and agrees that the position of City Attorney 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.

E. The City shall provide five thousand dollars ($5,000.00) per calendar year not to exceed fifteen thousand dollars ($15,000.00) during the term of this agreement for reasonable and appropriate expenses associated with professional dues and subscriptions and/or attendance at conferences, training opportunities, and meetings of organizations concerned with the City Attorney and/or the public administration profession.

F. Employee will receive a one-time credit of 80 hours of vacation and 80 hours of administrative leave, as of the effective date of this Agreement. Usage of administrative leave is subject to the FBSP.

G. Cost of Living Increase: Employee shall be entitled to any approved cost of living increase as set forth in the Riverside City Council Resolution No. 21052 in the same manner as the Executive Group after the effective date of this Agreement.

H. Deferred Compensation: 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, if Employee meets age eligibility for the year.

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.

SECTION 7. PERFORMANCE EVALUATION.

The City Council may evaluate Employee's performance after the first six (6) months. The City Council and Employee can meet at any time(s) while this agreement is in effect to conduct an evaluation of the Employee's performance and to set goals and objectives for the ensuing year.

SECTION 8. AUTOMOBILE ALLOWANCE/PARKING.

Employer shall provide parking at no cost to Employee. At Employee's election, Employee shall receive either (1) a city car and fuel or (2) an automobile allowance of six hundred twenty-five dollars ($625.00) per month, plus the use of the electric charging facility for electric or hybrid vehicles located in the City Hall Parking Garage.

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 Council 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 Council, 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 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 Council can exercise their discretion in imposing discipline short of termination when, in their sole discretion, as 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.

[signatures on next page]

SECTION 14. ASSIGNMENT.

THIS AGREEMENT is not assignable by either City or Employee.

SECTION 15. DEFENSE AND INDEMNIFICATION.

A. The City shall defend and indemnify Employee to the extent required by Government Code sections 825–825.6 and shall provide such additional defense and indemnification as set forth in this Section.

B. Upon tender by Employee, the City shall provide a defense for Employee in any administrative, civil, or equitable matter arising out of alleged acts or omissions occurring within the performance of Employee's duties as City Attorney, whether such matter arises during or after Employee's employment with the City.

D. If Employee is sued for acts or omissions that occur during the course and scope of Employee's employment and a conflict of interest exists between the Employee and the City, the City shall provide independent counsel for Employee, in accordance with the City's Outside Counsel Policy.

E. Nothing in this Section shall be construed to limit Employee's rights under Government Code sections 825–825.6.

IN WITNESS WHEREOF, City and Employee have caused this Agreement to be executed on the day and year first above written.

"EMPLOYEE"

James Johnson

James Johnson (Jun 11, 2026 11:38:53 PDT)

James Johnson

CITY OF RIVERSIDE

Patricia Lock Dawson (Jun 23, 2026 14:22:29 PDT)

Patricia Lock Dawson
Mayor

Steven Robillard
Mayor Pro Tem

Attest

City Clerk

Approved as to Form:

Rebecca McKee-Reimbold (Jun 11, 2026 16:34:23 PDT)

Rebecca McKee-Reimbold
Interim City Attorney

City of Riverside

City Attorney

CLASS CODE	8990	**SALARY**	$179.15 Hourly $31,052.00 Monthly $372,624.00 Annually
BARGAINING UNIT	Executive	**ESTABLISHED DATE**	March 01, 1992
REVISION DATE	July 02, 2025		

Definition

Under general direction of the City Council, to plan, organize, direct and coordinate the City's legal services; to serve as a legal advisor to the City Council, City Manager, all City department heads, and various boards and commissions; to personally perform the most complex and important legal work; and to do related work as required.

Supervision Received and Exercised

Receives policy direction from the City Council. Exercises administrative direction over supervisory, professional, para-professional and clerical staff.

Reports To: City Council

Examples of Duties

Duties may include, but are not limited to, the following:

- Represent and advise the City Council and all City officers in all matters of law pertaining to their office.
- Direct and participate in the development and implementation of goals, objectives, policies and priorities.
- Plan and direct drafting of ordinances, resolutions, contracts, deeds, leases and other legal documents.
- Direct the preparation of cases for trial and the investigation of claims or complaints by or against the City; try the more important cases before higher courts.
- Attend all regular meetings of the City Council.
- Approve the form of all contracts made by and all bonds given to the City, endorsing same.
- Direct the preparation of legal opinions for City departments, the City Council, boards and commissions.
- Oversee services provided by outside legal specialists engaged by the City for special legal problems.
- Represent the City before other governmental bodies and agencies to promote the interests of the City.
- Represent the City in the community and at professional meetings.
- Direct the preparation and administration of the department budget.
- Direct the coordination of legal activities with other City departments and divisions and outside agencies.
- Select, supervise, train and evaluate assigned staff.

Knowledge, Skills & Abilities

Knowledge of:

- Legal principles and practices, including civil, criminal, constitutional and administrative law and procedure.
- Ordinances, statutes and court decisions relating to municipal entities.
- Judicial procedure and rules of evidence.
- State-of-the-art methods of legal research.
- Established precedents and sources of legal reference applicable to municipal activities.

Ability to:

- Communicate clearly and concisely, orally and in writing.
- Organize, interpret and apply legal principles and knowledge to complex legal problems.
- Present statements of law, fact and argument clearly and logically.
- Prepare and present difficult cases in court.
- Conduct research on complex legal problems and prepare sound legal opinions.
- Properly interpret and make decisions in accordance with laws, regulations and policies.
- Establish and maintain effective working relationships with employees, public officials, other departments and agencies, and the general public.

Minimum Qualifications

Education: Must possess a Juris Doctor Degree from an ABA-accredited or California-accredited law school and be in good standing of the California State Bar.

Experience: A minimum of ten years of responsible professional legal experience in municipal law, with at least five years in a Public Agency Attorney's Office.

Supplemental Information

Medical Category: Group 1

Necessary Special Requirement
Licensed to practice law in the State of California and engaged in the practice of law for at least five years prior to appointment.

Johnson, James - Employment Agreement CA

Final Audit Report 2026-06-23

Created:	2026-06-11
By:	Eva Arseo (EArseo@riversideca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApNv6bJwpeXFsAkMroWTxHvJprePJAAQq

"Johnson, James - Employment Agreement CA" History

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2026-06-11 - 6:24:50 PM GMT

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2026-06-11 - 6:32:53 PM GMT

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2026-06-11 - 6:56:49 PM GMT

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2026-06-11 - 11:26:32 PM GMT

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2026-06-11 - 11:34:21 PM GMT

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2026-06-17 - 11:38:11 PM GMT

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2026-06-23 - 11:06:18 PM GMT

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