

FIRST AMENDMENT TO
CITY OF RIVERSIDE
CITY ATTORNEY 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

1 to fulfill the functions and duties of City Attorney of the City of Riverside . This Agreement shall
2 remain in effect for a period of three (3) years, unless otherwise terminated pursuant to the
3 provisions stated herein. At the end of the initial term, i.e., July 20 , 2024, this Agreement may
4 be extended upon a mutual written agreement of the Parties.

5 SECTION 3. DUTIES

6 5. Upon the effective date of this Agreement, Norton’s job title will be City Attorney. In
7 this capacity, Norton shall perform duties under Article VII, Section 702, of the City Charter and
8 the City Attorney job description, Code 8990, attached as Exhibit A to this Agreement.

9 SECTION 4. COMPENSATION

10 6. City shall compensate Norton with an annual salary of \$286,000.00 (two hundred
11 eighty-six thousand dollars), payable in the same manner and time as are all other employees of
12 City under Riverside City Resolution No. 21052.

13 7. Norton is an exempt employee under the Fair Labor Standards Act, and shall not be
14 entitled to receive any overtime pay, compensatory time, or other premium pay or compensation
15 except as set forth in this Agreement.

16 8. Norton’s salary shall be subject to withholding and other applicable taxes and shall be
17 payable to Norton on a pro rata basis at the same time as other employees of the City are paid.

18 SECTION 5. FRINGE BENEFITS

19 9. Effective July 20, 2021, the City agrees to provide Norton with benefits that are
20 consistent with benefits provided to the Executive Group pursuant to the Fringe Benefit and
21 Salary Plan (“FBSP”) Resolution No. 21052, as the same now exists or hereafter may be
22 amended, and include vacation, sick leave, administrative leave, holidays, retirement (PERS)
23 benefits and payments, health, dental, vision, life insurance, deferred compensation plan and
24 automobile allowance. In addition, the City shall make available a long-term disability insurance
25 plans the same if provided to other City employees in the Executive group.

26 a. **Vacation.** Norton will receive a one-time credit of 80 vacation hours as of the
27 effective date of this Agreement.

28 b. **Sick Leave.** Norton will receive a one-time credit of 80 sick leave hours as of the

1 effective date of this Agreement.

- 2 c. **Professional Development.** City shall pay for Norton's State of California
3 Annual Bar dues, costs for minimum continuing legal education requirements, and
4 the costs for attendance at the League of California Cities City Attorneys' Spring
5 Conference and Annual Conference.
- 6 d. **Relocation.** City shall provide a one-time reimbursement to Norton for costs to
7 relocate from Denair, California in order to assume her employment with the City
8 of Riverside, up to the total amount of \$10,000.00 (ten thousand dollars)
9 maximum.
- 10 e. **Cost of Living Increase.** Norton shall be entitled to any approved cost of living
11 increase as set forth in the Riverside City Council Resolution No. 21052 in the
12 same manner as the Executive Group after the effective date of this Agreement.

13 **SECTION 6. PERFORMANCE EVALUATION**

14 10. The City Council shall review and evaluate the performance of Norton at least once
15 annually. The annual review and evaluation shall be in accordance with specific criteria
16 developed jointly by the City Council and Norton. Such criteria may be added to or deleted as the
17 City Council may from time to time determine in consultation with the Norton, provided,
18 however, that such criteria shall be established within the limits of the resources made available
19 to Norton for accomplishment of the identified goals and objectives. At such annual performance
20 evaluation, the City Council and Norton shall define goals and performance objectives which they
21 determine for the attainment of the City Council's policy objectives. City Council and Norton
22 shall further establish a relative priority among those various goals and objectives to be reduced
23 to writing. Norton agrees that she will act in good faith to assure that she has available those
24 resources reasonably necessary to achieve compliance of identified goals and objectives within
25 the anticipated time frames.

26 11. In giving effect to the provisions of this section, the City Council and Norton
27 mutually agree to act in good faith and abide by all provisions of applicable law. In recognition
28 of accomplishments of objectives and excellent performance, a merit increase may be granted to

1 Norton.

2 **SECTION 7. TERMINATION AND MODIFICATION**

3 12. Norton understands and agrees that the City Council may terminate this Agreement at
4 any time with or without cause or advance notice by the City Council, and without right of
5 challenge or appeal right of any kind whatsoever. The City Council shall only be required to
6 provide written notice to Norton as to the effective date of termination.

7 13. In the event this Agreement is terminated, Norton agrees to immediately surrender the
8 position of City Attorney, any and all writings containing information relating to the conduct of
9 the City's business prepared, owned, used or retained by Norton regardless of physical form or
10 characteristics, and any and all equipment, tools, or other materials of whatever nature provided
11 to Norton by City in her capacity of City Attorney. Norton shall be entitled to receive payment
12 for all hours worked, any holiday pay due and owing, all vacation hours accrued to the date of
13 termination and any deferred compensation contributions made by Norton (including
14 contributions by the City on behalf of Norton).

15 14. In the event this Agreement is terminated for cause, the City's obligation to pay
16 Norton under Section 16 below shall immediately cease and Norton will not be entitled to any
17 severance pay. "Cause" means that Norton has engaged in or committed any of the following:
18 willful misconduct; gross negligence; theft; fraud or other illegal conduct; refusal or
19 unwillingness to perform duties; failure to adequately perform her job duties; dishonesty in
20 performing her job duties; violation of the City's written policies or rules; conduct which reflects
21 adversely upon, or making any remarks disparaging of the City; insubordination; conviction of a
22 felony or any crime involving an act of dishonesty, moral turpitude, deceit or fraud; any willful
23 act that injures the reputation of the City; violation of any fiduciary duty; violation of any duty of
24 loyalty; and breach of this Agreement.

25 15. In the event Norton desires to terminate this Agreement during such time as the City
26 Council desires Norton to continue in the capacity of City Attorney, then in that event, Norton
27 agrees to provide the City Council with two (2) weeks advance written notice of said termination.

28 16. In the event the City Council desires to terminate this Agreement without cause

1 during which time Norton is ready, willing and able to perform the functions and duties set forth
2 herein, then in that event, City Council agrees to provide Norton with severance pay representing
3 one (1) month salary (exclusive of fringe benefits) for each year of service to the City up to a
4 maximum of six (6) months salary.

5 17. The City Council has the right to modify or alter Norton's position, with or without
6 cause or advance notice, through actions other than termination, such as demotion to the Chief
7 Assistant City Attorney or transfer.

8 18. No City representative has authority to agree to anything contrary to employment at-
9 will unless it is specific, in writing, and signed by the City Council.

10 19. In the event that this Agreement is terminated, any cash settlement related to the
11 termination that Norton may receive from the City shall be fully reimbursed to the City if Norton
12 is convicted of a crime involving an abuse of her office or position as defined in Government
13 Code section 53243.4.

14 **SECTION 8. OTHER TERMS AND CONDITIONS**

15 20. The City Council, in consultation with Norton, shall fix any such other terms and
16 conditions of employment, as it may determine from time to time, relating to the performance of
17 the provisions of this Agreement, the City Charter, any ordinance or resolution of City, or any
18 other applicable law.

19 **SECTION 9. NONDISCRIMINATION.**

20 21. Norton agrees that in the performance of her functions and duties, she shall not
21 discriminate on the grounds of race, religious creed, color, national origin, ancestry, age (40 and
22 over), physical disability, mental disability, medical condition, including Acquired Immune
23 Deficiency Syndrome (AIDS) or any condition related thereto, genetic information, marital status,
24 sex, , gender, pregnancy, gender identity, gender expression or sexual orientation, and military
25 and veteran status.

26 **SECTION 10. ENTIRE AGREEMENT.**

27 22. This Agreement contains the entire agreement between the Parties. No promise,
28 representation, warranty or covenant not included in this Agreement has been or is relied on by

1 any party hereto. If any provision or any portion hereof is held unconstitutional, invalid, or
2 unenforceable, the remainder of this Agreement or portion hereof shall be deemed severable, shall
3 not be affected, and shall remain in full force and effect. This Agreement may only be amended in
4 writing and duly executed by the Parties.

5 **SECTION 11. NO ASSIGNMENT.**

6 23. This Agreement is not assignable by either City or Norton.

7 **SECTION 12. NOTICES.**

8 24. Notices pursuant to this Agreement shall be in writing and shall be personally served,
9 given by mail or by overnight delivery. Any notice served by mail shall be deemed given when
10 deposited in the United States Mail, certified and postage prepaid, addressed to the respective
11 parties at 3900 Main Street, Riverside, California, 92522, or such other address as may be given,
12 in writing, to the other party.

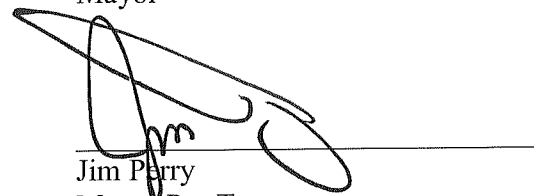
13 IN WITNESS WHEREOF, City and Norton have caused this Agreement to be
14 executed on the day and year first written below.

15 "EMPLOYEE"

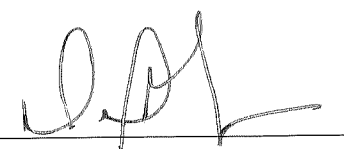
EMPLOYER

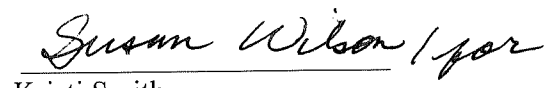
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17 
18 _____
Phaedra Norton

19 
20 _____
Patricia Lock Dawson
Mayor

21 
22 _____
Jim Perry
Mayor Pro Tem

23 Approved as to form:

24
25 Attest 
26 _____
27 City Clerk
Donesia Gause

28 

Kristi Smith
Interim City Attorney