

1 **EMPLOYMENT AGREEMENT BETWEEN CITY OF RIVERSIDE AND JAMES**
2 **JOHNSON AS CITY ATTORNEY (AT-WILL AND NON-CLASSIFIED)**
3
4

5 THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by
6 and between the CITY OF RIVERSIDE, a California charter city and municipal corporation,
7 hereinafter referred to as "CITY" or "EMPLOYER", and JAMES JOHNSON, hereinafter
8 referred to as "EMPLOYEE", both of whom understand as follows:
9

10 **RECITALS**
11

12 A. The Riverside City Council ("City Council") engaged in an extensive recruitment
13 process for the position of City Attorney.
14

15 B. After carefully evaluating Employee's knowledge, experience, administrative skills,
16 and abilities finds Employee possesses the requirements necessary for the position of City
17 Attorney, which office was created pursuant to Article VII, Section 702 et seq. of the City of
18 Riverside City Charter.
19

20 C. Pursuant to Riverside Municipal Code section 2.36.040(B) the City Council, at its
21 regularly scheduled meeting, on June 16, 2026, voted to appoint Employee to the position of
22 City Attorney.
23

24 D. The Parties mutually agree that this Agreement reflects the terms and conditions
25 under which the parties intend and desire to employ.
26

27 NOW, THEREFORE, in consideration of the mutual covenants set forth herein and
28 for good and valuable consideration, the receipt and sufficiency of which are hereby
29 acknowledged, the City and Employee agree as follows:
30

31 **SECTION 1. AT WILL EMPLOYMENT, DUTIES, AND AUTHORITY.**
32

33 Employer agrees to employ Employee as City Attorney upon the effective date of this
34 at-will Employment Agreement. Employee agrees to accept employment as the City Attorney
35 of the City of Riverside pursuant to the terms and conditions of this at-will Employment
36 Agreement and agrees to exercise the powers and authority and to perform the functions and
37 duties specified in the City of Riverside City Charter, the Municipal Code and all relevant
38 resolutions, rules, regulations, procedures, applicable job description(s) and state codes, as
39 now existing or hereafter amended.
40

41 Employee shall exercise such power and authority and perform such other functions
42 and duties, not inconsistent with this Agreement, as Employer, by and through its City
43 Council, may legally assign.
44

1 **SECTION 2. DUTIES.**
2

3 The City hereby agrees to employ Employee as City Attorney to perform the
4 functions and duties as specified in the classification specification Job Code #8990, attached
5 hereto as Exhibit "A" and made a part hereof.
6

7 **SECTION 3. TERM.**
8

9 A. Effective July 17, 2026, Employee agrees to fulfill the functions and duties of City
10 Attorney of the City of Riverside and shall remain in effect for a period of three (3) years
11 from the effective date, unless otherwise terminated pursuant to the provisions stated herein.
12 This Agreement may be extended upon mutual agreement of the parties. During the term of
13 the Agreement, the Employee shall be a full-time CITY ATTORNEY.
14

15 B. Services provided by Employee shall commence on July 17, 2026, and shall continue
16 upon such terms and conditions as set forth herein and as may be mutually negotiated by
17 amendment to this Agreement.
18

19 C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of
20 the City Council to terminate the services of Employee at any time subject only to the
21 provisions set forth in Section 4 below.
22

23 D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of
24 Employee to resign at any time from the position as City Attorney, subject only to the
25 provisions set forth in Section 4 below.
26

27 E. Employee agrees to remain in the exclusive employ of the City and neither to accept
28 other employment nor to become employed by any other Employer until this Agreement is
29 terminated. Notwithstanding, Employee may engage in secondary employment or business
30 activity in accordance with Personnel Policy and Procedure Manual Section I-7 and upon
31 authorization by the City Council.
32

33 **SECTION 4. TERMINATION/MODIFICATION.**
34

35 A. Employee understands, acknowledges, and agrees that pursuant to the below sections,
36 above, the City Council may terminate this Agreement at any time with or without cause or
37 advance notice by the City Council. The City Council shall only be required to provide
38 written notice to Employee as to the effective date of said termination.
39

40 B. In the event this Agreement is terminated, Employee agrees to immediately surrender
41 the position of City Attorney, any and all writings containing information relating to the
42 conduct of the City's business prepared, owned, used or retained by Employee regardless of
43 physical form or characteristics, and any and all equipment, tools, or other materials of
44 whatever nature provided to Employee by City in Employee's capacity of City Attorney.
45 Employee shall be entitled to receive payment for all hours worked, any holiday pay due and
46 owing, all vacation hours accrued to the date of termination and any deferred compensation

1 contributions made by Employee (including contributions by the employer on behalf of the
2 Employee).

3
4 C. In the event this Agreement is terminated for Cause, the City's obligation to pay
5 Employee under "E" below, shall immediately cease. "Cause" shall mean any of the
6 following:

- 7
- 8 1. Willful misconduct;
- 9 2. Gross negligence;
- 10 3. Theft;
- 11 4. Gross failure to adequately perform material job duties after written notice and a
- 12 reasonable opportunity to cure;
- 13 5. Willful abandonment of duties;
- 14 6. Dishonesty in performing job duties that is materially injurious to the City;
- 15 7. Material violation of the City's written policies or rules;
- 16 8. Gross conduct that materially and adversely reflects upon the City;
- 17 9. Conviction of a felony or any crime involving dishonesty, moral turpitude, deceit, or
- 18 fraud;
- 19 10. Any willful act that materially injures the reputation of the City;
- 20 11. Gross violation of any fiduciary duty;
- 21 12. Gross violation of any duty of loyalty;
- 22 13. Conviction of any crime involving an "abuse of office or position" as defined in
- 23 Government Code section 53243.4;
- 24 14. Repeated failure to carry out lawful directives of the City Council made by the City
- 25 Council as a body after written notice and a reasonable opportunity to cure; or
- 26 15. Any grossly negligent action or inaction that materially and adversely: (a) impedes or
- 27 disrupts City operations, (b) is detrimental to employees or public safety, or (c)
- 28 violates properly established rules or procedures of the City.
- 29 16. Breach of this Agreement
- 30

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

35
36 E. In the event City Council desires to terminate this Agreement during which time
37 Employee is ready, willing and able to perform the functions and duties set forth herein, then
38 in that event, City Council agrees to Pay Employee, in addition to any other amount that may
39 be due at the time of termination of this Agreement, a lump sum cash payment equal to
40 twelve (12) months of Employee's then current aggregate salary and the then applicable
41 calendar year 401(a) contribution on the Effective Date of termination (collectively
42 "Severance").

43
44 F. Employee understands and agrees that the City Council may terminate this
45 Agreement any time with or without cause or advanced notice by the City Council, and
46 without right of challenge or appeal right of any kind whatsoever. For the purpose of this

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

5
6 The Employee shall not be terminated during the 60-day period preceding or
7 following any City election for membership on the City Council, or during the 60-day period
8 preceding or following any change of membership of the City Council. Consistent with best
9 practices in municipal governance, the parties agree that stability in key charter officer
10 positions promotes effective administration and public trust.

11
12 G. No City representative has authority to agree to anything contrary to employment at-
13 will unless it is specific, in writing, and signed by the City Council.

14
15 H. In the event that this Employment Agreement is terminated, any cash settlement
16 related to the termination that the Employee may receive from City shall be fully reimbursed
17 to City if Employee is convicted of a crime involving an abuse of his or her office or position
18 as defined in Government Code section 53243.4.

19
20 **SECTION 5. SALARY.**

21
22 City agrees to pay Employee pursuant to the salary range of the classification "City
23 Attorney" as set forth in Riverside City Council Resolution No. 21052 as the same now
24 exists or may hereafter be amended. Effective July 17, 2026, Employee shall receive an
25 annual salary of \$372,624, payable in the same manner and time as are all other employees of
26 City. Thereafter, Employee's salary shall be eligible for a three percent (3%) annually upon
27 satisfactory performance evaluation.

28
29 **SECTION 6. FRINGE BENEFITS.**

30
31 A. Effective July 17, 2026, Employee shall accrue vacation leave at the rate of 7.69
32 hours per pay period (200 hours annually) as said pay periods are established by City.

33
34 B. Effective July 17, 2026, Employee shall accrue sick leave at the rate of 3.70 hours per
35 pay period as said pay periods are established by City.

36
37 C. All actions taken by City relating to fringe benefits as hereinafter defined shall be
38 considered actions including and applying to Employee. The term "fringe benefits", as used
39 herein are set forth in City's Personnel Policy and Procedure Manual and the Fringe Benefits
40 and Salary Resolution No. 21052, as the same now exists or hereafter may be amended, and
41 include vacation, sick leave, administrative leave, holidays, retirement (PERS) benefits and
42 payments, health, dental and life insurance, deferred compensation, and City automobile or
43 automobile allowance. In addition, City shall make available a long-term disability insurance
44 plan for Employee, as the same is provided to other City employees in the Executive Group.
45 In the event the benefits in the City's Fringe Benefits and Salary Resolution No. 21052
46 conflict with those offered by this contract, this contract shall govern.

1
2 D. Employee understands, acknowledges, and agrees that the position of City Attorney is
3 commensurate with an exempt employee under the Fair Labor Standards Act, and shall not
4 be entitled to receive any overtime pay, compensatory time, or other premium pay or
5 compensation, except as may be provided by the above-cited Personnel Policy.
6

7 E. The City shall provide five thousand dollars (\$5,000.00) per calendar year not to
8 exceed fifteen thousand dollars (\$15,000.00) during the term of this agreement for reasonable
9 and appropriate expenses associated with professional dues and subscriptions and/or
10 attendance at conferences, training opportunities, and meetings of organizations concerned
11 with the City Attorney and/or the public administration profession.
12

13 F. Employee will receive a one-time credit of 80 hours of vacation and 80 hours of
14 administrative leave, as of the effective date of this Agreement. Usage of administrative leave
15 is subject to the FBSP.
16

17 G. Cost of Living Increase: Employee shall be entitled to any approved cost of living
18 increase as set forth in the Riverside City Council Resolution No. 21052 in the same manner
19 as the Executive Group after the effective date of this Agreement.
20

21 H. Deferred Compensation: City will make a deferred compensation contribution equal
22 to 457 plan Annual IRS limit into 401A or 457 plan.
23

24 The amount of the Employer Contribution to the 401 (a) Defined Contribution Plan or 457
25 Plan shall be determined for each calendar year based on:
26

27 a) The annual elective deferral limit for governmental 457(b) deferred compensation plans
28 within the meaning of Section 457(b)(2)(A) of the Internal Revenue Code ("IRC"), as
29 adjusted for the cost-of-living in accordance with Section 457(e)(15) of the IRC, plus
30

31 b) Age-50 Catch-Up amount for the year as defined in Section 414(v)(2)(B) of the IRC, as
32 adjusted for the cost-of-living in accordance with Section 414 (v) (2) (C) of the IRC, if
33 Employee meets age eligibility for the year.
34

35 The annual amount will be deposited into the 401(a) Plan in 24 equal installments throughout
36 the year.
37

38 The Employer contributions will cease upon termination of Employee's employment.
39
40

1 **SECTION 7. PERFORMANCE EVALUATION.**
2

3 The City Council may evaluate Employee's performance after the first six (6) months.
4 The City Council and Employee can meet at any time(s) while this agreement is in effect to
5 conduct an evaluation of the Employee's performance and to set goals and objectives for the
6 ensuing year.
7

8 **SECTION 8. AUTOMOBILE ALLOWANCE/PARKING.**
9

10 Employer shall provide parking at no cost to Employee. At Employee's election,
11 Employee shall receive either (1) a city car and fuel or (2) an automobile allowance of six
12 hundred twenty-five dollars (\$625.00) per month, plus the use of the electric charging facility
13 for electric or hybrid vehicles located in the City Hall Parking Garage.
14

15 **SECTION 9. WORK LIFE BALANCE.**
16

17 Both parties acknowledge that employees generally, including but not limited to the
18 Employee, are most productive when they maintain a work-life balance that enables them to
19 meet their responsibilities outside work while also upholding their responsibilities in the
20 workplace. Further, both parties acknowledge that increasing the opportunity to achieve a
21 work- life balance can be as important a factor as pay and benefits. To this end, the City
22 Council will reinforce work-life balance throughout the City organization consistent with
23 workplace responsibilities and City Council priorities.
24

25 **SECTION 10. OTHER TERMS AND CONDITIONS.**
26

27 The City Council, in consultation with Employee, may fix such other terms and
28 conditions of employment as they may determine from time to time, relating to the duties and
29 performance of Employee, provided such terms and conditions are not inconsistent with or in
30 conflict with the provisions of this Agreement, the City's Charter, Municipal Code or any law,
31 ordinance, resolution or regulation. The City Council can exercise their discretion in
32 imposing discipline short of termination when, in their sole discretion, as deems it
33 appropriate.
34

35 **SECTION 11. NOTICES.**
36

37 Notices pursuant to this Agreement shall be in writing and shall be personally served,
38 given by mail or by overnight delivery. Any notice given by mail shall be deemed given
39 when deposited in the United States Mail, certified and postage prepaid, addressed to the City
40 at 3900 Main Street, Riverside, California 92522, and the Employee at the address then
41 currently on file with the Human Resources Department, or such other address as may be
42 given, in writing, to the other party.
43

1 **SECTION 12. NONDISCRIMINATION.**
2

3 Pursuant to Section 6.26.055 of the Riverside Municipal Code as the same now exists
4 or hereafter may be amended, Employer agrees not to discriminate in the performance of
5 Employee's functions and duties on the grounds of or because of race, color, religious creed,
6 national origin, ancestry, age, physical disability, mental disability, disability including the
7 medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition
8 related thereto, marital status, gender, gender identity, genetic information, gender
9 expression, sex, sexual orientation or military or veterans status.
10

11 **SECTION 13. ENTIRE AGREEMENT.**
12

13 This Agreement contains the entire agreement between the parties hereto. No
14 promise, representation, warranty or covenant not included in this Agreement has been or is
15 relied on by any party hereto.
16

17 [signatures on next page]
18

19 **SECTION 14. ASSIGNMENT.**
20

21 THIS AGREEMENT is not assignable by either City or Employee.
22

23 **SECTION 15. DEFENSE AND INDEMNIFICATION.**
24

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

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

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

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

38 IN WITNESS WHEREOF, City and Employee have caused this Agreement to be
39 executed on the day and year first above written.
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"EMPLOYEE"
James Johnson
James Johnson (Jun 11, 2026 11:38:53 PDT)
James Johnson

Attest _____
City Clerk

CITY OF RIVERSIDE

Patricia Lock Dawson
Mayor

Steven Robillard
Mayor Pro Tem

Approved as to Form:

AMR
Rebecca McKee-Reimbold (Jun 11, 2026 16:34:23 PDT)
Rebecca McKee-Reimbold
Interim City Attorney



City of Riverside City Attorney

City of Arts & Innovation

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.