

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 _____ day of _____, 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, the City and Employee entered into that certain Employment Agreement dated July 20, 2021, for the position of City Attorney (“Agreement”), 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 four years, to expire on July 20, 2028.

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

1. Section 2, Term, is hereby amended to extend the term of the Agreement by an additional four years, through July 20, 2028.
2. Section 4, Employee’s annual salary will be increased by five percent (5%) on July 19, 2024.
3. Section 5, Employer agrees to 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. Section 7, In the event the City Council desires to terminate this Agreement without cause during which time Norton is ready, willing, and able to perform the functions and duties set forth, Employer agrees to provide Norton with severance pay of six (6) month's salary.
5. 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.

[SIGNATURES ON FOLLOWING PAGE.]

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: 
PHAEDRA A. NORTON

By: _____
PATRICIA LOCK DAWSON
Mayor

By: _____
STEVE HEMENWAY
Mayor Pro Tem

Attest: _____
DONESIA GAUSE
City Clerk

Approved as to Form:

By: 
PHAEDRA A. NORTON
City Attorney