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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

effective date of this Agreement.

- c. **Professional Development.** City shall pay for Norton's State of California Annual Bar dues, costs for minimum continuing legal education requirements, and the costs for attendance at the League of California Cities City Attorneys' Spring Conference and Annual Conference.
- d. **Relocation.** City shall provide a one-time reimbursement to Norton for costs to relocate from Denair, California in order to assume her employment with the City of Riverside, up to the total amount of \$10,000.00 (ten thousand dollars) maximum.
- e. **Cost of Living Increase.** Norton 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.

#### **SECTION 6. PERFORMANCE EVALUATION**

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

11. In giving effect to the provisions of this section, the City Council and Norton mutually agree to act in good faith and abide by all provisions of applicable law. In recognition 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.

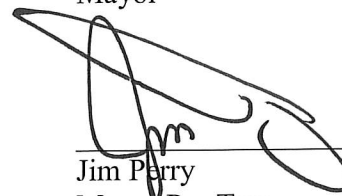
13 IN WITNESS WHEREOF, City and Norton have caused this Agreement to be  
14 executed on the day and year first written below.


15 "EMPLOYEE"

EMPLOYER

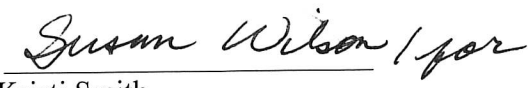
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18 Phaedra Norton

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18 Patricia Lock Dawson  
19 Mayor

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22 Jim Perry  
23 Mayor Pro Tem

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25 Attest   
26 City Clerk  
27 Donesia Gause  
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Approved as to form:

  
Kristi Smith  
Interim City Attorney