

**FIRST AMENDED EMPLOYMENT AGREEMENT BETWEEN
CITY OF STOCKTON AND LORI M. ASUNCION AS CITY ATTORNEY
(AT-WILL AND NON-CLASSIFIED POSITION)**

This First Amended Agreement is made and entered into this ____ day of September 2024, by and between the City of Stockton, a California charter city and municipal corporation (“**CITY**”) and Lori M. Asuncion (“**EMPLOYEE**”) (collectively referred to as **PARTIES**), both of whom understand and agree to the following:

RECITALS

CITY is a Charter City and Municipal Corporation organized under the laws of the State of California; and

Under City of Stockton Charter 1302, the City Council voted to appoint **EMPLOYEE** as its City Attorney on September 13, 2022, at its regularly scheduled meeting; and

CITY and **EMPLOYEE** desire to amend the original agreement; and

CITY and **EMPLOYEE** agree as follows:

1. **CHARTER RULES.** **EMPLOYEE** agrees to abide by ARTICLE XIII DEPARTMENT OF LAW of CITY CHARTER SECTIONS 1300-1306, to include the prohibition of outside employment.
2. **AT-WILL DEFINITION.** **EMPLOYEE** is at will and serves at the pleasure of City Council and can be terminated at any time with or without cause. **EMPLOYEE’s** at-will status means there is no guarantee as to length of time for employment. No **CITY** representative has authority to agree to anything contrary to employee at-will status unless it is specific, in writing, and signed by City Council.
3. **DURATION OF AGREEMENT.** The effective date of this agreement is **September 13, 2022.** This agreement governing benefits shall remain in effect for five (5) years from that date unless otherwise terminated pursuant to provision in *Provision 6: TERMINATION OF RELATIONSHIP*. At the end of the initial term of five (5) years, this agreement may be extended upon mutual written agreement between the Parties.
4. **COMPENSATION and COST OF LIVING INCREASES.** **CITY** shall compensate **EMPLOYEE** with an annual salary of \$318,146 (three hundred and eighteen thousand one hundred and forty six dollars) payable in same manner and time as all other employees of City of Stockton. **EMPLOYEE** shall be entitled to any approved cost of living increases applicable to employees under City’s Unrepresented Management/Confidential and Law Employee’s Compensation Plan (“**UNREP COMP PLAN.**”)

5. **FRINGE BENEFITS.** CITY agrees to provide **EMPLOYEE** with benefits that are consistent with benefits provided under **UNREP COMP PLAN** with either the exception or addition of the following:

Vacation. **EMPLOYEE** shall be credited with thirty (30) days of vacation as of the effective date of this First Amended Agreement and shall receive thirty (30) days annual vacation. Maximum vacation accrual is ninety (90) days.

Sick Leave. **EMPLOYEE** shall be credited with fifteen (15) days of sick leave as of the effective date of this First Amended Agreement and shall accrue fifteen (15) days of sick leave annually with unlimited accumulation. Sick leave may be used in accordance with policies applicable to executives of **CITY**.

Professional Development. **CITY** shall pay for **EMPLOYEE's** State of California Annual Bar Dues, costs for minimum legal education requirements, and costs for attendance at the League of California City Attorney's Spring Conference and Annual Conference. Additionally, the **CITY** shall allot \$7,000 for professional development to be used for Leadership development and/or mediation certification in connection with the City Attorney's responsibility for litigation supervision.

Vehicle Allowance. **EMPLOYEE** will receive a monthly vehicle allowance of \$500.

Technology Allowance. **EMPLOYEE** will receive a monthly technology allowance of \$400.

Deferred Compensation. **CITY** agrees to contribute to **EMPLOYEE's** 401 (a) or equivalent, deferred compensation plan an amount equal to twelve-and one-half (12.5%) percent of **EMPLOYEE's** annual salary.

6. **TERMINATION OF RELATIONSHIP.** **EMPLOYEE** understands and agrees that City Council may terminate **EMPLOYEE** at any time for any reason.

- a. If Council terminates **EMPLOYEE** without cause, the following is required:
- i. **EMPLOYEE** agrees to immediately surrender the position of City Attorney and 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 her capacity of City Attorney.

- ii. **EMPLOYEE** shall be entitled to receive payment for all hours worked, any holiday pay due and owing, all vacation hours accrued to the day of contributions by the **CITY** on behalf of **EMPLOYEE**.
 - iii. City Council agrees to provide **EMPLOYEE** with six (6) months-worth of severance pay.
- b. If Council terminates **EMPLOYEE for cause**, the following governs benefits owed under this agreement:
- i. No severance payment shall be owed.
 - ii. For cause is defined as: willful misconduct, gross negligence, illegal conduct, refusal or unwillingness to perform duties, failure to adequately perform job duties, dishonesty; violation of Charter obligations, insubordination, and violation of fiduciary duties.
- c. If **EMPLOYEE** resigns, the following is required:
- i. **EMPLOYEE** agrees to provide City Council with two (2) weeks advance written notice.

7. **ENTIRE AGREEMENT**. This agreement contains the entire understanding between the **PARTIES**. No promise, representation, warrant or covenant not included in this agreement has been or is relied on by any party hereto.

8. **SEVERABILITY**. If any portion of this agreement is deemed invalid or unenforceable, the remainder of this agreement shall not be affected and shall remain in full force and effect to the greatest extent permitted by law.

9. **AMENDMENTS**. This agreement may be amended only in writing and duly authorized and executed by both parties.

EMPLOYEE

CITY OF STOCKTON

 LORI M. ASUNCION
 CITY ATTORNEY

 KEVIN J. LINCOLN II
 MAYOR

ATTEST:

APPROVED AS TO FORM:

 KATHERINE ROLAND, CMC, CPMC
 INTERIM CITY CLERK

 TARYN N. JONES
 ASSISTANT CITY ATTORNEY