

**EMPLOYMENT AGREEMENT BETWEEN
CITY OF STOCKTON AND _____ AS CITY ATTORNEY
(AT-WILL AND NON-CLASSIFIED POSITION)**

This Agreement is made and entered into this ____th day of _____ 2026, by and between the City of Stockton, a California charter city and municipal corporation (“**CITY**”) and _____ (“**EMPLOYEE**”) (collectively referred to as **PARTIES**), both of whom understand and agree to the following:

RECITALS

Under City of Stockton Charter 1302, the City Council voted to appoint **EMPLOYEE** as its City Attorney on _____, 2026, at its regularly scheduled meeting; and

City Council finds **EMPLOYEE** possesses the specialized skills necessary and required for the position of City Attorney.

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 by the City Council at any time with or without cause, and with or without notice . **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. **EMPLOYEE** shall accrue no property rights in **EMPLOYEE’s** employment under this agreement. **EMPLOYEE** is not entitled to any due process prior to termination of this agreement by the **City**, or to any due process rights post-termination of this agreement with the **CITY**.
 3. **DURATION OF AGREEMENT.** The effective date of this agreement shall begin upon successful completion of a background check. In the event **EMPLOYEE** does not successfully complete a background check by March 20, 2026, then this agreement shall be null and void. This agreement governing benefits shall remain in effect for three (3) years unless otherwise terminated pursuant to provision in *Provision 6: TERMINATION OF RELATIONSHIP*. At the end of the initial term of three(3) 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 _____ (_____) payable in same manner and time as all other employees of City of Stockton.
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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.**").

EMPLOYEE is an exempt employee under applicable wage and hour laws and shall not be subject to minimum wage and overtime requirements. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the EMPLOYEE'S position.

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 commencement of employment of as City Attorney 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 commencement of employment as City Attorney 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, \$7,000 (seven thousand for professional development, and costs for attendance at the League of California City Attorney's Spring Conference and Annual Conference.

Vehicle Allowance. **EMPLOYEE** will/will not receive a monthly vehicle allowance. _____

Technology Allowance. **EMPLOYEE** will receive a monthly technology allowance of \$250.

Deferred Compensation. **CITY** agrees to contribute to **EMPLOYEE's** 401 (a) or equivalent, deferred compensation plan an amount equal to 9 (nine) 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
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any and all equipment, tools, or other materials of whatever nature provided to **EMPLOYEE** by **CITY** in the 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. In the event that **CITY** terminates **EMPLOYEE'S** employment without cause, **CITY** shall pay **EMPLOYEE**, as severance pay, an amount equal to his/her weekly base salary multiplied by 26.
 - iv. Notwithstanding any other provision of this Agreement, the maximum severance pay that **EMPLOYEE** may receive under this Agreement as a result of termination without cause shall not exceed the limitations provided in Government Code §§ 53260 - 53264, as they presently exist and as they may be amended.
- 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, any other act that would prevent or significantly interfere with the performance of the Employee's duties or 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.
- d. Pursuant to Government Code § 53243.2, as it presently exists and as it may be amended, regardless of the term of the Agreement, any severance pay shall be fully reimbursed to **CITY** if **EMPLOYEE** is convicted of a crime involving an abuse of **EMPLOYEE's** office or position, as defined by Government Code § 53243.4, as it presently exists and as it may be amended.
- e. The Agreement shall automatically terminate upon **EMPLOYEE's** death; under such circumstances, no severance pay shall be due to **EMPLOYEE's** heirs or representatives.
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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.
10. **GOVERNING LAW.** This agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

EMPLOYEE

CITY OF STOCKTON

CHRISTINA FUGAZI
MAYOR

ATTEST:

APPROVED AS TO FORM:

KATHERINE ROLAND
CITY CLERK
