

EMPLOYMENT AGREEMENT

TERESA STRICKER
CITY ATTORNEY

THIS AGREEMENT is made this _____ day of _____, 2023 between the City of Santa Rosa (“City”) and Teresa Stricker (“City Attorney”), who has education, training and experience as a public agency attorney and who is a member in good standing of the State Bar of California. The City and the City Attorney shall be referenced collectively as the “Parties” and individually as a “Party.”

- 1. Employment.** The City employs the City Attorney as an at-will employee to serve at the pleasure of the City Council, subject to the terms and conditions set forth below, to start on November 6, 2023. The City Attorney’s employment with the City is for no specified term and is at the mutual consent of both the City Attorney and the City. There are no express or implied agreements contrary to the foregoing. The City Attorney understands and agrees that she has no constitutionally protected property or other interest in continued employment with the City. The City Attorney understands that notwithstanding any other applicable laws, resolutions and policies, she has no right to pre- or post-disciplinary due process. The City Attorney further understands and agrees that she works at the will and pleasure of the City Council and that she may be terminated at any time, with or without cause, subject to the provisions of Section 6, below.
- 2. Term.** This Agreement shall commence on the first date of employment specified above and shall remain in effect until terminated as set forth in Section 6, below.
- 3. Salary.** The City Attorney’s salary shall be \$294,000.00 annually effective November 6, 2023 and she shall receive cost of living increases in salary, in accordance with the cost of living increases provided to other Executive Management employees of the City pursuant to the City’s Compensation Plan for Executive Management employees. Said cost of living increases shall not exceed the annual California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations, unless expressly approved by the Santa Rosa City Council. In addition, upon completion of each annual performance evaluation as set forth in Section 5, the City Council shall consider whether to provide a merit increase in the City Attorney’s salary subject to the maximum salary range established for the City Attorney classification. Whether to provide a merit increase, and the amount of any such increase, shall be in the exclusive discretion of the City Council, and such determinations shall be final. In setting the City Attorney’s annual compensation, the City Council recognizes the City Attorney’s salary should be set at a reasonable differential higher than the salaries of the attorneys whom she supervises, giving consideration for the comprehensive responsibilities of managing the City Attorney’s Office.
- 4. Duties.** The City Attorney shall have the powers and shall perform the duties as provided in the job description attached hereto as Attachment “A” and incorporated herein by reference

or any revised or amended job description subsequently adopted by the City for the City Attorney. The City Attorney shall also perform such additional responsibilities as may be lawfully assigned by the City Council.

5. **Evaluation.** Within a reasonable time after commencement of employment under this Agreement, the Mayor shall meet with the City Attorney to establish a work plan and performance criteria that will be used in evaluating the City Attorney. The City Council shall meet at least annually, and may meet at any time, to evaluate and discuss the performance of the City Attorney. In connection with such evaluation, the City Council may, after consultation with the City Attorney, revise the work plan and performance criteria as appropriate. The City Council's evaluation shall be in writing and a copy of the evaluation shall be given to the City Attorney and a copy placed in her personnel file. The City Council shall meet and discuss the contents of the evaluation with the City Attorney within a reasonable time after the City Attorney has heard or received the evaluation. Evaluations of the City Attorney shall be discussed by the City Council only in closed session. The City Council agrees to consider the use of a facilitator to assist with the evaluation if it believes it will be helpful to the process. Failure to evaluate shall have no effect on the rights, duties, and obligations of the Parties herein, nor shall it have any impact on the at-will nature of the City Attorney's employment.

6. **Termination of Contract. Discipline.**

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual consent of the City Attorney and the City Council.

b. **Termination by City attorney /Retirement.** The City Attorney may terminate this Agreement at any time by giving the City Council at least ninety (90) days' prior written notice of the termination. If the City Attorney retires from full-time public service with the City, the City Attorney shall provide six (6) months' advance notice. The City Attorney's actual retirement date will be mutually established.

c. **Termination by City Council.** The City Council may terminate this Agreement at any time by giving six (6) months' notice or paying six months' salary ("Severance") or any combination thereof equivalent to six months. Any payment of Severance shall be contingent on receipt by the City of a release of all claims and potential claims related to the City Attorney's employment, to the extent permitted by law, by the City Attorney, in a form acceptable to the City, in writing and executed by the City Attorney.

The City Council shall not terminate this contract, except for cause as specified in subsection "d" below, within a three-month period prior to, or three months following, a Council election that results in one or more new Council Members being elected.

d. **Termination for Cause.** In addition to the methods of termination set forth in subsections (a), (b) and (c), the City Council may terminate this Agreement immediately for cause. Cause shall be defined as any of the following:

- (1) Breach of this Agreement;
- (2) Résumé fraud;
- (3) Absence without leave;
- (4) Conviction of a misdemeanor involving moral turpitude, a felony, or a crime involving abuse of her office or position, under California law;
- (5) A finding by the City Council of a violation of the City's Anti-Harassment Policy;
- (6) Use or possession of illegal drugs; or
- (7) Continued failure to perform job duties.

Prior to terminating this Agreement pursuant to this subsection (d), the City Council shall give the City Attorney at least ten (10) days' prior written notice of the charges/grounds for termination. Within the ten-day period, but not earlier than five days after the notice has been given, the City Council shall meet with the City Attorney in closed session and give the City Attorney an opportunity to address the City Council regarding the charges. The City Attorney may have a representative at the closed session with the City Council.

After hearing the City Attorney's response to the charges, the City Council shall make a decision as to whether to terminate this Agreement and shall inform the City Attorney in writing of its decision. Other than as provided in this subsection, the City Attorney expressly waives any other form of City administrative hearing or appeal of the City Council's decision.

Nothing in this subsection creates a property right in employment. Notwithstanding anything contained in this subsection, the City Attorney remains an at-will employee serving at the pleasure of the Council.

- e. **Terminating Cash Payment.** On the date of termination as provided in this section, the City Attorney shall be paid in full for any severance payment due as provided herein, and payment of any remaining accrued but unused leave balances to the extent and in the manner provided to the City's executive management employees upon termination.
- f. **Conviction of a Crime for Abuse of Office.** In accordance with the provisions of Government Code Section 53243 and/or 53243.2, the City Attorney shall be required to reimburse the City for any severance pay or salary paid while on administrative leave if the City Attorney is convicted of a crime involving an abuse of her office or position as defined in Government Code Section 53243.4.

7. **Vacation and Leave.**

The City Attorney shall be eligible for the following leaves:

- a. **Vacation.** The City Attorney shall begin with a vacation accrual rate that is based on 25 years of service with an accrual cap of 600 hours unless otherwise waived in writing by the City Council. The City Attorney may sell back vacation annually in accordance with

the policy adopted by the Human Resources Department. The City Attorney shall receive a vacation bank of 160 hours upon commencement of employment.

- b. **Sick Leave.** The City Attorney shall accrue sick leave at the rate provided for the City's other Executive Management employees. The City Attorney shall receive a sick leave bank of 96 hours upon commencement of employment.
 - c. **Administrative Leave.** The City Attorney shall receive a bank of eighty (80) hours of administrative leave at the time employment commences and shall receive an additional eighty (80) hours each year on July 1 in accordance with the City's Administrative Leave Policy.
 - d. **Holidays.** The City Attorney shall receive all holidays granted to City's Executive Management employees.
8. **Life Insurance.** The City shall provide the City Attorney with a term life insurance policy in the amount of \$250,000 during the term of this Agreement. The City Attorney shall have the option to purchase, at the City Attorney's cost, supplemental life insurance or spousal coverage on the same terms and conditions as provided to the City's Executive Management employees.
9. **Benefits.** The City shall provide the City Attorney with health, dental insurance, vision insurance, disability insurance, as provided to the City's Executive Management employees. Except where inconsistent with this Agreement, the City Attorney shall receive all other benefits provided to the City's Executive Management employees. The City shall reimburse the City Attorney for COBRA payments made for benefits for the period between her first day of employment with the City and the date City benefits are available to the City Attorney.
- a. **401(a).** The City participates in a 401(a) deferred compensation program. The program is currently under review and frozen for most City employees, while the City researches alternative plans. The City Attorney will be eligible for any alternative retirement plan that the City joins, and will receive the same level of benefit as the City Manager.

Retiree Health Savings Plan (RHS). The City shall provide a Retiree Health Savings Plan (RHS), with the same plan benefits as provided to other Executive Management employees. Participation is mandatory and currently requires the employee to make the following monetary contributions: (1) an ongoing contribution equal to 0.5% of base salary, (2) an annual contribution equal to 25% of sick leave that was earned but unused in the immediate past fiscal year, and (3) upon separation, a contribution equal to 50% of unused accrued vacation. Required contributions may change over time.

- b. **Pension and Pension Cost Sharing.** The City Attorney's prior employments qualify her for reciprocity with the California Public Employees' Retirement System (Cal

PERS) and will retain her retirement with the California Public Employees' Retirement System (Cal PERS) Tier 3 Benefit Formula of 2% @ 62, three-year average formula. The plan calls for a mandatory, pre-tax employee contribution of fifty percent (50%) of Normal Cost of eligible compensation plus an additional mandatory contribution of one and one-half percent (1.5%) for Employer Cost Sharing. For Fiscal Year 23-24, this rate will be 8% (fifty percent of Normal) plus 1.5% (cost share) for a total pre-tax deduction of 9.5%. Normal Cost changes may occur in future years based on PERS Actuarial Valuation Reports.

- c. **Wellness Benefit.** The City shall pay to the City Attorney \$400 monthly (\$4,800 annually) to promote health and wellness for the City Attorney. The City Attorney shall not in addition receive the \$500 annual wellness payment provided to other Executive Management employees.

10. Deferred Compensation – 457 Plan. Effective on the first day of the pay period following hire date, the City will contribute an amount equal to five and one-half percent (5.5%) of the City Attorney's salary per pay period into a Deferred Compensation Program. For purposes of calculation of this benefit from the commencement date of this Agreement, the City Attorney's original annual base pay of \$294,000. Subsequently, if a new base pay greater than the original base pay is set, thereafter the new base pay shall be used for the purposes of calculation of this benefit.

11. Professional Meetings. The City Attorney is expected to attend appropriate professional meetings at local, state, and national levels and to periodically report to the City Council regarding meetings attended and shall be reimbursed for the expense of attending those meetings. The City understands that the City Attorney has been an active member of the California League of Cities City Attorneys' Department and agrees that the City Attorney may, at her discretion, continue to participate in the Department's committees.

12. Expense Reimbursement. The City shall reimburse the City attorney for actual and necessary expenses incurred by the City Attorney within the scope of her employment in accordance with the City's reimbursement schedules and policies. Reimbursable expenses include, but are not limited to, the City Attorney's annual State Bar dues, membership in up to two California Lawyers Association (CLA) sections and attendance at reasonable continuing education programs including but not limited to the League of California Cities City Attorneys' Conference and Annual Conference. The City Attorney's expense claim shall be supported by appropriate written documentation verifying the contents of the report prior to authorization of reimbursement.

13. Automobile Expenses. To reimburse the City Attorney for using her private vehicle for City business, the City attorney shall receive three hundred and fifty dollars (\$350) per month as transportation expenses incurred for travel within and outside the City. The City Attorney shall personally be responsible for the purchase of an insurance policy required herein and shall annually provide to City the required certificate, and it shall be understood that the

insurance required hereon shall be primary and cannot be canceled without giving the City thirty (30) days advance written notice.

14. Moving Expenses. The City agrees to provide the City Attorney with a moving allowance to assist the City Attorney with the actual costs incurred should she relocate her permanent residence to Sonoma County or Marin County, which may include a partial relocation with a final relocation to occur thereafter. This relocation assistance may assist with the actual cost of temporary housing in addition to moving costs and shall not exceed (\$10,000.00). The City Attorney agrees to obtain three (3) competitive bids for such services and utilize the lowest bid unless otherwise agreed by City. Relocation assistance may include packing, shipping, insuring, and storage of household goods by commercial mover, packing materials, van rental, insurance, gasoline, storage, and other out-of-pocket expenses related to a self-service move, or a combination thereof, and transportation of vehicles. Payment of this relocation assistance shall be paid following submission of invoices from the City Attorney evidencing such allowable costs.

15. Notices. Any notices required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given and deemed served upon the other party if sent by United States Postal Service, first-class postage prepaid, and addressed as follows:

TO CITY: Mayor
City of Santa Rosa
100 Santa Rosa Avenue, Room 10
Santa Rosa, CA 95404

TO EMPLOYEE: Teresa Stricker
City Attorney
100 Santa Rosa Avenue, Room 8
Santa Rosa, CA 95404

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

16. General Provisions.

- a. **Governing Law and Venue.** This Agreement, and the rights and obligations of the Parties shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that, in the event of litigation, the venue shall be the state court located in Sonoma County, California.
- b. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

- c. **Amendments.** This Agreement may be amended at any time by mutual agreement of the City and the City Attorney. Any amendments are to be negotiated, put in writing, and adopted by the City Council and be in accordance with applicable provisions of the City Charter.
- d. **No Assignment.** The City Attorney may not assign or transfer any rights granted, or obligations assumed under this Agreement.
- e. **Modification.** This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both of the Parties.
- f. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall continue in full force and effect.

CITY

By:

NATALIE ROGERS
Mayor

TERESA STRICKER

APPROVED AS TO FORM:

Interim City Attorney

ATTACHMENT "A"

Job Description