

**EMPLOYMENT AGREEMENT
BETWEEN THE
CITY OF RICHMOND AND
CITY ATTORNEY**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of the 15th day of September 2020, by and between the City of Richmond, a municipal corporation and Charter City (the "City") and Teresa Stricker, an individual (the "Employee").

RECITALS

WHEREAS, City wishes to employ the services of Employee as City Attorney of the City of Richmond; and

WHEREAS, Employee wishes to provide her services to the City as its City Attorney; and

WHEREAS, City and Employee desire to provide for certain procedures, benefits and requirements regarding the continued employment of Employee by City; and

NOW, THEREFORE, City and Employee agree as follows:

1. Employment/Scope of Services.

City agrees to employ Employee as the City Attorney of the City of Richmond, California, conferring upon and delegating to Employee all of the duties, powers and responsibilities of City Attorney as the same are specifically prescribed and set forth in the City Charter and in applicable City ordinances, resolutions, policies and California statutes. Employee agrees to commence her employment as City Attorney of the City of Richmond and agrees to serve as such.

2. Compensation.

- (a) City agrees to pay Employee a monthly salary of \$19,640, commencing November 9, 2020. Annual salary increases, if any, shall be subject to Section 7 of this Agreement.
- (b) Employee shall receive the same holidays, sick leave, medical, dental, and vision insurance coverage and other fringe benefits as are provided to other non-public safety exempt City executive management employees.
- (c) Employee shall accrue vacation at the rate of twenty-five (25) days per year and shall receive a vacation bank equivalent to ten (10) days upon commencement of employment.
- (d) On July 1, 2021, and on July 1 of each year thereafter, Employee

shall be provided with eleven (11) days of administrative leave in recognition of the extraordinary hours required to be worked by the City Attorney. For fiscal year 2020-21, seven (7) days of administrative leave will be provided to Employee upon commencement of employment.

- (e) Employee may use her vacation days, administrative leave days and floating holidays at her discretion.
- (f) City shall provide Employee a vehicle allowance of Five Hundred Dollars (\$500) per month and a cellular telephone allowance of One Hundred Dollars (\$100) per month.
- (g) Employee shall be eligible for membership in the California Public Employees Retirement System (PERS) as per other general (non-public safety) executive management level City employees.

3. Community/Professional Development.

City recognizes the responsibility of Employee to participate in professional associations and organizations on the national, state, regional and local levels to advance and maintain her professional, educational, and technical competency for the benefit of both herself and City. City hereby agrees to pay for Employee's expenses necessarily incurred in such activities, including: (1) annual membership dues in such professional associations and organizations as selected by Employee and agreed to by City Council during the annual budgetary process; and (2) attendance at the annual conference of the League of California Cities and the annual meeting of the City Attorney's Department of the League of California Cities. City also agrees, subject to prior authorization of the City Council, to pay travel and subsistence expenses of Employee for attendance at other meetings, seminars, and conferences that are necessary for her professional development and for the good of the City. Consistent with the City's policy for other attorney employees, the City will pay the Employee's annual dues to the State Bar of California and membership in up to two sections of the California Lawyers Association.

4. Term.

- (a) The term of this Agreement shall be for Three (3) years commencing on November 9, 2020 and terminating on November 8, 2023.
- (b) Notwithstanding anything in Section 4(a) to the contrary, Employee is an at will employee and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate the services of Employee at any time, with or without cause, and for any reason, by a majority vote of the entire City Council, subject only to the provisions set forth in Section 5 of this Agreement and in the City Charter.
- (c) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from the position of City Attorney, subject only to the provisions set forth in Section 4(d), of this Agreement.

- (d) In the event Employee voluntarily resigns from her position with the City before expiration of the third year term of her employment, Employee shall give City sixty (60) days written notice, in advance, unless the parties agree otherwise in writing.
- (e) On August 1, 2023, and each succeeding August 1 while this Agreement is in effect, this Agreement shall be automatically extended for one (1) additional year unless at any time prior to that date, the City Council notifies Employee of its intent not to extend this Agreement for one (1) additional year. The City's election not to extend this Agreement shall not entitle Employee to severance pursuant to Section 5 of this Agreement.

5. Termination and Severance Pay.

- (a) "Involuntary Termination" is herein defined as (1) Employee's discharge or dismissal by City; (2) Employee's resignation following a salary reduction of ten percent (10%) or more; or (3) her resignation following a request by the City Council, approved by a majority of the City Council, that she resign, unless such request is made pursuant to one of the situations described in the following terms of this Section 5.
- (b) "Involuntary Termination" does not include (1) Employee's death, or (2) Employee's incapacity due to injury or illness (physical or mental), or (3) Employee's discharge or dismissal for willful misconduct, malfeasance, or dishonesty, or (4) for conviction of any felony or a misdemeanor involving moral turpitude, or (5) disbarment as an attorney by the State Bar of California.
- (c) In the event of the "Involuntary Termination" of the Employee, City shall pay Employee, as severance pay, a lump sum equal to six (6) months of then current salary excluding all other benefits specified in Section 2; provided, however, that Employee shall be entitled to an additional one (1) month of severance, for up to a total of no more than twelve (12) months, for each full year that Employee is engaged as the City Attorney under this Agreement.
- (d) In the event of the "Involuntary Termination" of the Employee, City shall also pay for the continuation of Employee's then current monthly premiums for medical, dental, vision and life insurance for Employee and her family for the same number of months Employee is entitled receive to severance pay pursuant to section 5(c).
- (e) City may withhold payment of severance pay pending final disposition of any criminal charges.
- (f) In the event Employee's employment with City terminates for any reason other than a situation of "Involuntary Termination," Employee shall not be eligible to receive any form of severance pay nor shall the City be obligated to pay for the continuation of

Employee's premiums for medical, dental, vision and life insurance.

6. Indemnification.

Provided that Employee complies with the provisions of Sections 825 and 825.6 of the California Government Code, as now existing or hereafter amended, City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties in accordance with the provisions of Sections 825 and 825.6, as now existing or hereafter amended. City may conduct such defense reserving the rights of City not to pay the judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of Employee's employment as an employee of City. City is required to pay the judgment, compromise, or settlement only if it is established that the injury arose out of an act or omission occurring in the scope of Employee's employment as an employee of City. Nothing in this Agreement authorizes or obligates City to pay that part of any claim or judgment that is for punitive or exemplary damages. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom only to the extent authorized in Sections 825 through 825.6, as now existing or hereafter amended.

7. Annual Performance Evaluation and Pay Adjustment.

Employee shall be evaluated by the City Council on an annual basis using a mutually agreed to format, and all evaluations of the Employee by the City Council shall occur in closed session only. Any annual salary increases, bonuses (not part of the base wage), and/or cost of living adjustments (COLAs), or any combination thereof, if any, shall be based upon such annual performance evaluations. An annual performance evaluation shall be conducted in January 2022 and then in each January thereafter. In January 2021, and following the Employee's annual performance evaluation in each year thereafter, a "goal-setting session" will be held between Employee and the City Council wherein the parties will establish the goals for the remainder of the year. Employee's success in satisfactorily meeting the goals set at these sessions will be a major factor in the evaluation to be conducted annually.

8. Other Employment.

Employee shall not engage in any other employment or business activity during the term of this Agreement without the prior written consent of the City Council. No consent is necessary for Employee to serve on or chair a Committee of the City Attorney's Department of the League of California Cities.

9. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any and all previous agreements or understandings.

10. Amendments.

Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument agreed upon and executed by both City and Employee.

11. Controlling Law Venue.

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Contra Costa.

12. Litigation Expenses and Attorney's Fees.

If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

13. Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first written above.

[Signatures on the following page]

CITY OF RICHMOND,
a California municipal corporation
and charter city

Teresa Stricker,
an individual



MAYOR (Thomas K. Butt)



Teresa Stricker

Attest:



CITY CLERK (Pamela Christian)