

## EXHIBIT A

### CITY OF ROCKLIN CITY ATTORNEY EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made as of September, 2018, between the City of Rocklin, a municipal corporation, ("City") and Sheri Chapman ("Employee" or "City Attorney").

**1. Appointment.** City hereby appoints and engages Employee as City Attorney for the City of Rocklin, and Employee hereby accepts such employment. Employee shall serve at the pleasure of, and shall work for, the City Council subject to the terms of this Agreement, federal, state and local laws, and the City's ordinances and resolutions. Employee shall also serve in her capacity as the City Attorney as counsel for the Successor Agency to the Redevelopment Agency of the City of Rocklin and the City of Rocklin Public Finance Authority.

**2. Term.** The Term of this Agreement shall be for approximately four (4) years. Employee anticipates she will commence employment on or about October 1, 2018, or shortly thereafter. The term of this Agreement shall expire on October 30, 2022.

**3. Duties.** Employee shall perform the functions and duties of the City Attorney as currently in effect or as may hereafter be established by ordinance, resolution, or action of the City Council.

**4. Hours Worked.** The City Attorney is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the duties and obligations of the City Attorney's position. The City Attorney does not have set hours of work, as the City Attorney is expected to be available at all times. Employee shall devote the necessary time to perform the functions and duties of the City Attorney's position and shall be expected to devote a sufficient amount of time outside of normal and customary office hours in accordance with the work required as City Attorney.

**5. City Commitments.**

**A.** The City shall provide the City Attorney with the compensation, incentives and benefits, specified in this Agreement.

**B.** The City shall provide the City Attorney with a private office, office assistance, staff, office equipment, supplies, automobile allowance, and all other facilities and services adequate for the performance of the City Attorney's duties.

**C.** The City shall pay for or provide the City Attorney reimbursement for all actual, reasonable and necessary business expenses, and in

compliance with annual budget appropriations approved by the City Council. The City shall provide the City Attorney with a City credit card to charge appropriate and lawful business expenses.

**D.** The City agrees to pay Employee's State Bar and other professional dues that are necessary for the City Attorney's job performance and in continuation and full participation in state, regional or local associations and organizations necessary and desirable for the good of the City and in compliance with annual budget appropriations as approved by the City Council.

**E.** The City agrees to pay the reasonable travel and subsistence expenses for the City Attorney limited to the annual budget appropriations as approved by the City Council to pursue official and other functions for the City, and meetings and occasions to continue the professional development of the City Attorney, including, but not limited to, attendance at the League of California Cities City Attorneys' conferences, other national, regional, state, and local conferences, and governmental groups and committees upon which the City Attorney serves as a member.

**F.** The City also agrees to pay for reasonable travel and subsistence expenses of the City Attorney limited to the annual budget appropriations as approved by the City Council for short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the City Attorney.

**G.** The City recognizes the desirability of representation in and before local civic and other organizations, and the City Attorney is authorized to become a member of civic clubs, the local bar association or organizations, for which the City shall pay membership dues as limited to the annual appropriations as approved by the City Council.

**H.** Given the importance of technological tools to the effective and efficient business of municipal government, City shall provide computer, laptop computer, high-speed Internet access, cellular phone allowance, fax, copy machine and similar electronic devices to the City Attorney at the City's expense both at the City Attorney's office, and with the written consent of the City Council, at the City Attorney's residence.

**6. Salary and Benefits.** City agrees to compensate Employee for her services under this Agreement as follows:

**A. Salary.** City shall pay Employee for services rendered under this Agreement an annual salary consisting of \$201,960 for the services as City Attorney. Salary shall be paid in twenty-six equal payments on the City's regular payroll.

1) Employee shall not automatically receive any cost of living adjustments or other adjustments that may be provided to City's management salary ranges, unless specifically approved for the City Attorney by the City Council.

2) The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of the City Attorney, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

**B. Benefits.** In addition to salary, Employee shall be entitled to all benefits, rights, and privileges accorded to non-public safety City department directors except as otherwise provided in this Agreement. If there is any conflict between this Agreement or any resolution fixing compensation and benefits for non-public safety City department directors or other unclassified employees, this Agreement shall control. The City Attorney shall be entitled to the following benefits:

1) Deferred Compensation. City shall make available to Employee a deferred compensation plan administered by the ICMA or other mutually agreeable administrator. City shall contribute a yearly amount of \$12,000 to Employee's deferred compensation plan which said contributions shall be made periodically consistent with City's deferred compensation payment schedule similar to other Management and Confidential Employees.

2) Retirement. Employee shall be a member of the Public Employee Retirement System (CalPERS) at the two percent (2%) @ 55 formula for Classic members. Employee contributions to CalPERS shall be consistent with the Rules, Regulations, Benefits, and Policies relating to Employee Relations for the Management and Confidential Employees ("Management and Confidential Employees Agreement") adopted by Resolution of the City Council from time to time. As of the effective date of this Agreement, Employee shall pay Employee's contribution to CalPERS consistent with the Management and Confidential Employees Agreement, plus an additional one percent (1%) towards the Employer's retirement contribution for a total of 8% of the Employee's salary. Effective January 5, 2019, Employee will pay an additional one percent (1%) towards the Employer's retirement contribution for a total of nine percent (9%) of the Employee's salary.

3) Insurance. City shall obtain and pay for a basic term life insurance policy for Employee in the amount of \$200,000 and for up to \$200,000 for accidental death and dismemberment insurance.

4) Sick Leave, Vacation and Management Leave.

A. Employee will accrue sick leave in the amount of twelve (12) days annually consistent with Management and Confidential Employees.

Sick Leave will be used, accrued and treated in the same manner as the terms relating to Sick Leave set forth for Management and Confidential Employees.

B. Employee will accrue vacation leave in amount of twenty (20) days annually with a cap on total accrual of two hundred thirty two (232) hours. Upon the Effective Date of this Agreement, Employee shall be credited with forty (40) hours of vacation leave, which shall not effect or reduce Employee's vacation leave accrual thereafter. Upon termination of this Agreement, Employee will receive the cash value of any accrued vacation days.

C. Employee will be granted Management Leave in the amount of eighty (80) hours a fiscal year, which commences on July 1 and extends through June 30 each year, in the same manner as Management and Confidential Employees. Management Leave is accrued in a lump sum on July 1 each year. For the remainder of the 2018-19 fiscal year, Employee will receive a prorated amount of Management Leave based on and effective on the date Employee commences employment. Management Leave shall be capped at eighty (80) hours and must be used during the fiscal year. Unused hours shall not roll over to subsequent years and shall have no cash out value. Unused Management Leave upon termination or expiration of this Agreement shall be paid to Employee as provided in Section 10.

5) Car and Cell Phone Allowance. Employee shall be paid a car and cell phone allowance in the amount of \$500 a month payable in twenty-six equal payments on the City's regular payroll. Employee shall supply her own cellular telephone.

6) Health Benefits. Employee will be granted Health Benefits in the same amounts and in the same manner as Management and Confidential Employees for employee and eligible family. Effective October 1, 2018, the City contribution will be \$1,200 per month. Employee may participate in any City sponsored Flexible Spending Account for allowed medical expenses.

7) Retiree Health. Employee is entitled to Retiree Health Benefits in the same manner as Management and Confidential Employees.

8) Dental and Vision. Employee will be granted Dental and Vision insurance in the same manner as Management and Confidential Employees.

9) Long and Short Term Disability Coverage. Employee will be granted long and short term disability coverage in the same manner as Management and Confidential Employees.

10) City Holidays. Employee shall receive the same City Holidays as Management and Confidential Employees

11) Furlough. Employee is required to participate in any City furlough program in the same manner as Management and Confidential Employees.

**7. Termination of Employment.**

**A.** Notwithstanding the Term of this Agreement, Employee may voluntarily resign as City Attorney on the condition that Employee shall give sixty (60) days' notice in advance, unless parties agree otherwise in writing.

**B.** The City Council may terminate the employment of the City Attorney at any time, with or without cause, by a majority vote of its members. However, if termination is Without Cause, then Employee shall be entitled to a severance payment and severance benefits as stated in Section 9. Notice of termination, With or Without Cause, shall be provided to the City Attorney in writing. Termination as used in this Agreement shall also include: 1) a request, whether formal or informal, by a majority of the City Council, that the City Attorney resign; 2) a reduction in salary or other financial benefits of the City Attorney in a significant amount which is inconsistent with a Citywide reduction in salary or financial benefits for all City department heads; 3) a material reduction in the powers and authority of the City Attorney; or 4) the elimination of a city attorney as an In-House position. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed regular meeting of the City Council.

**C.** Prior to terminating the City Attorney, City agrees that the City Council will meet and confer with the City Attorney to discuss the proposed action to terminate.

**D.** The City Attorney shall not be removed during the ninety (90) day period preceding or following any City election for membership on the City Council, or during the ninety (90) day period following any change in membership of the City Council, except For Cause.

**E.** Given the at-will nature of the position of City Attorney, an important element of the employment agreement pertains to termination. It is in both the City's interest and that of the City Attorney that any separation of the City Attorney is done in a businesslike manner.

**8. Termination For Cause.**

**A.** Notwithstanding any other provision in this Agreement, the City may terminate the City Attorney "For Cause." As used in this Agreement, "For Cause" shall mean one or more of the following: (1) material breach by Employee of the terms of this Agreement; (2) damage of a material nature to any property of City caused by Employee's willful or negligent conduct; (3) City Attorney's intentional refusal to comply with the City Council's reasonable and lawful instructions; (4) severe and extended

incapacity due to injury or illness (physical or mental) such that Employee cannot perform the essential functions and duties of City's Attorney's job consistent with the ADA and applicable California law; (5) willful misconduct, including but not limited to Employee's harassment of employees or the public in violation of City's policies or federal, state and/or local laws; (6) dishonesty for personal gain; (7) conviction of a felony of any type or a misdemeanor involving moral turpitude; (8) continued abuse of non-prescription drugs or alcohol that prevents the performance of the City Attorney's job duties; (9) unexcused absence from her position for more than two (2) consecutive weeks in any twelve (12) month period; and (10) repeated and protracted unexcused absences from the City Attorney's office and duties.

**B.** In the event the City terminates the City Attorney For Cause, then the City may terminate this Agreement immediately after meeting and conferring, as stated in Section 7.C, and the City Attorney shall be entitled to only the compensation and benefits accrued up to the date of termination, and such other termination benefits and payments as may be required by law. Further, if terminated For Cause the City Attorney shall not be entitled to any severance pay or severance benefits set forth in Section 9.

**C.** Notwithstanding any provision in this Agreement, this Agreement is subject to the provisions of Government Code sections 53243 through 53244 regarding abuse of discretion which are attached hereto as Exhibit 1 or as hereinafter amended. By executing this Agreement, Employee acknowledges that these Government Code provisions apply to and control this Agreement.

**9. Severance Pay.**

**A.** In the event the City Attorney is terminated by the City Council Without Cause City shall pay City Attorney, or Employee's estate, a lump sum or in six (6) monthly installments as City decides in its discretion, an amount equal to six (6) months of the then current base annual salary as provided in Section 6.A. of this Agreement or as amended from time to time; provided however, if the number of months left on the unexpired term of the Agreement is less than six (6) months, then the severance payment shall be an amount equal to the monthly base salary of the Employee multiplied by the number of months left on the unexpired term of the Agreement. Severance Pay shall not include accrual of Vacation, Sick or Management Leave. Employer agrees to make the lump sum payment, or initial monthly installment payment, less withholdings, within thirty (30) days of termination. In addition to the severance pay provided in this Section 9.A., the City shall extend to the City Attorney the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The City agrees to pay the City Attorney COBRA coverage for the same number of months for which the City Attorney is entitled to a lump sum cash payment under this Section 9.A., or until Employee either secures full-time employment or

obtains other health insurance, whichever of these three events first occurs. The City Attorney shall notify the City within five (5) days of securing new full-time employment or insurance.

**B.** In the event the City refuses, following written notice of noncompliance, to comply with any provision in this Agreement benefiting the City Attorney, or the City Attorney resigns following a suggestion, whether formal or informal, by a majority of the City Council that the City Attorney resign, then, in that event, the City Attorney may, at the City Attorney option, be deemed to be involuntarily terminated "Without Cause" as of the date of such refusal to comply or suggestion to resign, and this severance pay provision shall be actuated.

**C.** All payments required under this Section 9 are subject to and shall be interpreted to comply with the limitations set forth in Government Code section 53260.

**10. Payment for Unused Leave Balance.**

**A.** On separation from City employment, the City Attorney shall be paid for unused accrued leave allowances as provided in this Agreement. Accumulated leave balances shall be paid at the City Attorney's then existing monthly salary rate at the effective date of separation in conformance with City's standard practices for Management and Confidential Employees, and/or the City Attorney may apply the leave time to service credit for retirement purposes if permitted by PERS.

**B.** In the event the City Attorney dies while employed by the City under this Agreement, the City Attorney's beneficiaries or those entitled to the City Attorney's estate, shall be entitled to the City Attorney's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances as provided herein.

**11. Indemnification.**

**A.** To the full extent federal, state or local laws, including as provided by the California Torts Claims Act (Government Code section 810, et. seq.), the City and the Successor Agency to the Redevelopment Agency of the City of Rocklin, jointly and severally, shall defend and indemnify the City Attorney against and for all losses sustained by the City Attorney in direct consequences of the discharge of the City Attorney's duties on the City's behalf for the period of the City Attorney's employment.

**B.** To the extent required by state or local laws, the City shall defend, indemnify and hold harmless the City Attorney 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 as City Attorney, in direct consequences of the discharge of the City Attorney's duties on the City's behalf for the period of the City Attorney's employment. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon in its sole discretion.

**C.** Whenever the City Attorney shall be sued for damages arising out of the performance of the City Attorney's duties, and to the extent required by state or local laws, the City shall indemnify the City Attorney from any judgment, award, or settlement rendered against the City Attorney; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Attorney's capacity as City Attorney, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the City Attorney may have under the law.

**D.** In the event that Employee shall serve as the City Attorney of other City related legal entities as provided in this Agreement, then each provision of this section shall be equally applicable to each City related legal entity as those set forth in an indemnity agreement between Employee and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City related legal entity, and shall indemnify and hold the City Attorney harmless against any failure or refusal by City related legal entity to perform its obligations consistent with the provisions of this Agreement.

**12. Severability.** If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the parties hereto.

**13. Other Terms and Conditions.**

**A.** The City Council, in consultation with Employee, shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the work of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, City ordinances, or any other law.

**B.** Employee and City shall meet and complete a performance evaluation annually.



**C.** The text hereof shall constitute the entire Agreement between the parties and shall supersede any and all prior agreements between the parties. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by the City Council. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

**D.** Notices.

Notices pursuant to this Agreement shall be given by first class mail addressed as follows:

1. EMPLOYER: Mayor  
City of Rocklin  
3970 Rocklin Road  
Rocklin, California 95677
2. EMPLOYEE: At her then current address on file  
with City.

**14.** Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the U.S. Postal Service.

City of Rocklin

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Ken Broadway, Mayor

Employee:

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Sheri Chapman

Attest:

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Mona Forster,  
City Clerk

Approved as to form:

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Mona Ebrahimi,  
Interim City Attorney

## **EXHIBIT 1**

### **ARTICLE 2.6. Abuse of Office [Government Code §§ 53243 - 53244]**

#### **Government Code § 53243.**

On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

#### **Government Code § 53243.1.**

On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

#### **Government Code § 53243.2.**

On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

#### **Government Code § 53243.3.**

On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

#### **Government Code § 53243.4.**

For purposes of this article, “abuse of office or position” means either of the following:  
(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

**Government Code § 53244.**

(a) A local public officer, as defined in subdivision (b), who is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, his or her official duties shall forfeit any contract right or other common law, constitutional, or statutory claim against a local public agency employer to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation, other than the accrued rights and benefits to which he or she may be entitled under any public retirement system in which he or she is a member. The forfeiture provided by this section shall be in addition to, and independent of, any forfeiture of public retirement system rights and benefits pursuant to Section 7522.70, 7522.72, or 7522.74.

(b) For the purposes of this section, "local public officer" means a person, either elected or appointed, who exercised discretionary, executive authority in his or her employment.

(c) This section shall apply to any claim filed prior to the effective date of the act enacting this section, and still pending on that date, and any claim commenced after that date.

(d) Upon conviction, a local public officer as described in subdivision (a), and the prosecuting agency shall each notify the public employer who employed the local public officer at the time of the commission of the felony within 60 days of the felony conviction. The operation of this section is not dependent upon the performance of the notification required by this subdivision.