

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT FOR CITY ATTORNEY

This Third Amendment to Employment Agreement (the “Agreement”) is made and entered into this 3rd day of December, 2024, by and between the CITY OF CUPERTINO, STATE OF CALIFORNIA, a Municipal Corporation, by and through its City Council (“EMPLOYER”), and Christopher D. Jensen (“EMPLOYEE”) and, together with EMPLOYER, the “PARTIES”.

RECITALS:

- A. EMPLOYER is a Municipal Corporation of the State of California.
- B. The City Council of the City of Cupertino, in accordance with the provisions of its Municipal Code, desires to employ the services of EMPLOYEE as City Attorney.
- C. EMPLOYEE desires to accept employment as Cupertino City Attorney.
- D. It is the desire of both EMPLOYER and EMPLOYEE to set forth the terms and conditions of said employment.
- E. The PARTIES now wish to amend the Agreement with this Third Amendment to Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the PARTIES agree as follows:

ARTICLE III: COMPENSATION

Section 3.01 Compensation

A. EMPLOYER agrees to pay to EMPLOYEE for services rendered by him pursuant to this Agreement an annual base salary of \$310,500, payable at the same time as other employees of EMPLOYER are paid.

B. Beginning on January 1, 2026, EMPLOYEE’s salary shall be increased by the same percentage and at the same time as any discretionary across-the-board increase in base annual compensation granted to exempt management employees covered by the Unrepresented Employees’ Compensation Program. EMPLOYEE’s salary shall be paid on a bi-weekly basis at the same time as other employees of the City are paid. Such salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs as determined by the City.

ARTICLE V: SEPARATION FROM CITY SERVICE AND NOTICE

Section 5.01 Termination of Employment by City and Severance

B. If the EMPLOYEE is terminated by EMPLOYER prior to expiration of this Agreement while still willing and able to perform the duties of the City Attorney, EMPLOYER agrees to pay EMPLOYEE a single lump sum payment made on the effective date of termination in an amount equivalent to nine (9)

months aggregate salary and aggregate medical benefit allowance if there are nine (9) or more months prior to the expiration date of this Agreement. Any such payment will release EMPLOYER from any further obligations under this Agreement. As a condition precedent to EMPLOYER's willingness to provide said severance payment, EMPLOYEE agrees to execute and deliver to EMPLOYER a release releasing EMPLOYER of all claims that EMPLOYEE may have against EMPLOYER and contemporaneously provide said release to EMPLOYER at the time of the severance payment is made to EMPLOYEE in a form mutually acceptable to the PARTIES.

Any severance payment shall exclude all other benefits such as retirement, vision, and dental benefits. In addition, vacation and sick leave accrual shall immediately cease upon the date of City's notification to EMPLOYEE that his employment will be terminated. The severance pay shall be computed from the effective date of EMPLOYEE's termination. The intent of these provisions is to comply with Government Code section 53260.

All other terms and conditions of the Agreement and any amendments shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF, EMPLOYER has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and EMPLOYEE has signed and executed this Agreement, both in duplicate, to be effective the day and year first above written.

ATTEST:

CITY OF CUPERTINO

Date: _____

Date: _____

"EMPLOYEE"

Mayor

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney