AT-WILL EMPLOYMENT AGREEMENT

THIS AT-WILL EMPLOYMENT AGREEMENT (Agreement) is entered into and effective as of July 6, 2026, between the CITY OF FRESNO, State of California, a municipal corporation (City), and COREY TIMPSON (Employee), both of whom agree as follows:

RECITALS

A. The City Attorney of the City of Fresno (City Attorney) desires to employ the services of Employee as Senior Deputy City Attorney I (Position) for the City as authorized in section 4-107 of the Fresno Municipal Code and Article VIII, section 803 of the Charter of City of Fresno (Charter).

B. It is the desire of the City Attorney to retain the services of Employee and to provide inducement for Employee to remain in such employment.

C. It is also the desire of the City Attorney to provide certain benefits and establish the terms and conditions of Employee's employment on an at-will basis.

D. Employee desires to accept and continue employment on the terms and conditions set forth in this Agreement.

E. The Council of the City of Fresno adopts a Salary Resolution on an annual basis, which provides a salary range for Position and an Annual Appropriation Resolution that appropriates the salary and benefits as set forth in this Agreement.

F. In consideration of the above recitals and the mutual promises, covenants, and conditions in this Agreement, the parties agree as follows:

SECTION 1. AT-WILL EMPLOYMENT STATUS

A. Employee's employment with the City is employment at the sole will, discretion, and pleasure of the City Attorney. The City Attorney may terminate Employee at any time, with or without cause. Nothing in this Agreement or in any other document shall limit the right of Employee or the City Attorney to terminate the at-will employment relationship. No elected official, supervisor, employee, or agent of the City has any authority to enter into an agreement with Employee for employment for any specific period of time or to make an agreement for employment other than at-will.

B. Employee's employment status with the City shall remain at-will as defined by California law, regardless of the length of employment, past raises, promotions or promises of continued employment by any agent or employee of the City.

C. The City's right to terminate Employee shall only be limited by Federal and State protections, restrictions and limitations, including but not limited to the City's inability to terminate based upon age, race, gender and other civil rights protections.

SECTION 2. DUTIES AND TERM

A. Employee shall professionally perform the functions and duties of Position set forth in this agreement as specified in the Charter, Fresno Municipal Code, other ordinances, and resolutions of the City, and perform other legally permissible and proper duties and functions as the City Attorney shall from time to time assign.

B. Employee agrees to abide by all applicable City rules, policies, practices, and procedures in the performance of Employee's duties.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Attorney to terminate the services of Employee subject only to the provisions of this Agreement.

SECTION 4. TERMINATION AND SEVERANCE PAY

A. Employee's employment shall be subject to the absolute and sole discretion of the City Attorney. Employee may be reassigned or terminated at the will of the City Attorney at any time for any legal reason whatsoever or for no reason at all, as provided in Section 1 of this Agreement.

B. In the event of termination, Employee shall be paid severance in an amount equal to three months of base salary. In addition, in the event of termination, all benefits under the Health and Welfare Trust for Employee shall continue for three months, and the City shall pay the employer's contribution to maintain all benefits for those three months. Severance pay shall not be utilized for retirement credit and no additional benefits (e.g., supplemental sick leave, sick leave, annual leave, administrative leave, or car allowance) will accrue or be owed during the three month severance period.

C. This Agreement shall terminate immediately and the City shall not be obligated to make any severance payment upon the occurrence of any one of the following events:

(1) Upon the death of Employee;

(2) Upon medical determination that Employee is unable to perform the essential functions of Position with or without a reasonable accommodation, due to a mental, physical or other illness or disability for a period of six months or longer;

(3) In the event Employee is terminated because of misconduct or malfeasance, which the City Attorney determines is related to the effective performance of Employee's official duties, including but not limited to criminal conviction in office or position;

(4) In the event Employee is convicted of any felony or felonies, including Employee's guilty plea or no contest plea (i.e., *nolo contendere* plea) to any felony charge; or

(5) Upon Employee's resignation or retirement of employment.

D. If this Agreement is terminated, any severance or cash settlement related to the termination Employee may receive from the City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of Employee's office or Position, as defined in California Government Code §53243.4, which currently defines "abuse of office or Position" as either: (1) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with section 92) of Part 1 of the Penal Code.

SECTION 5. PROFESSIONAL DEVELOPMENT

The City shall pay the professional dues, subscriptions and incidental business expenses of Employee reasonably necessary for Employee's full participation in the California Bar Association and Mandatory Continuing Legal Education as required for Employee to comply with the continuing legal education requirements set forth by the California State Bar. To the extent the City Attorney deems it necessary, the City shall cover all other national, regional, state, and local associations and organizations desirable for Employee's continued professional participation, growth, and enhancement or for the good of the City.

permitted to award only those remedies in law or equity that are requested by the parties and that the arbitrator determines to be supported by credible, relevant evidence.

G. The arbitrator's opinion will be subject to judicial enforcement or review pursuant to California Code of Civil Procedure sections 1285 et seq.

H. Except as provided by statute, Employee and the City shall each bear their own costs incurred for legal representation as part of any such arbitration. The City shall bear all reasonable costs of the arbitrator, court reporter, if any, and any related costs of arbitration, except to the extent that Employee would have been required to pay such costs (e.g., filing fees, court reporting fees at deposition and at trial, or discovery sanctions) if said claim were to be litigated in a court of law.

I. Employee and the City hereby agree that this Section 7 shall survive the termination of Employee's employment and shall survive the termination and/or expiration of this Agreement.

J. The failure or delay of the City at any time or times to require performance of, or to exercise any of its power, rights or remedies with respect to any term or provision of this Agreement or any other aspect of Employee's conduct or employment in no manner (except as otherwise expressly provided herein) shall affect the City's right at a later time to enforce any such term or provision.

SECTION 8. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, first class mail postage pre-paid, addressed as follows:

To City:	City Attorney 2600 Fresno Street Fresno, CA 93721-3600
To Employee:	Corey Timpson 2600 Fresno Street Fresno, CA 93721-3600; or Employee's residence identified in City personnel records

Alternatively, any notice required pursuant to this Agreement may be personally served in the manner as applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the United States mail.

SECTION 9. GENERAL PROVISIONS

A. This Agreement shall constitute the entire Agreement between the parties as to the subject matter herein. This Agreement restates, replaces, and supersedes all other prior agreements, representations, arrangements or understandings, oral or written.

B. This Agreement may not be altered, amended, modified, or otherwise changed, except by a writing signed by the duly authorized representatives of the parties to this Agreement. Amendments providing for promotions or increases in compensation shall be valid once processed by the City Attorney and submitted to the City's Personnel Department, with all other terms contained in this Agreement continuing, unless also modified.

C. This Agreement is for the personal services of Employee, and Employee may not assign any of rights, powers, duties, or obligations under this Agreement.