

**AGREEMENT BETWEEN THOMAS C. WILLIAMS AND THE CITY OF
MILLBRAE FOR EMPLOYMENT AS CITY MANAGER OF THE CITY OF
MILLBRAE**

THIS AGREEMENT is entered into as of the 27th day of November, 2018 ("Effective Date"), by and between the City of Millbrae, State of California, herein called the "City", and Thomas C. Williams ("Employee").

RECITALS


- A. City is seeking a new City Manager and desires to employ Employee in that position pursuant to the terms and conditions of this Agreement.
- B. Employee is willing and able to assume the duties and responsibilities provided in this Agreement pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Employment and Duties. Employee shall serve as City Manager of the City and as an employee of the City for all purposes as provided in the Millbrae Municipal Code, the Government Code, and other applicable ordinances, resolutions, and laws. Employee shall perform such further duties as the City Council may direct. During such time as Employee is employed pursuant to this Agreement, Employee shall not accept or undertake any employment that will interfere with, conflict with, or be inconsistent with his obligations under this Agreement or State or City laws. Employee shall not engage in any activity that is or may become a conflict of interest or prohibited contract as defined under California law.
- 2. Term. City agrees to employ Employee, and Employee accepts employment with City effective December 3, 2018. Employee serves at the pleasure of the City Council and agrees to continue in the employ of City until terminated by either party in accordance with Sections 10 & 11.
- 3. Monthly Compensation. Upon beginning employment with the City, City shall pay Employee a salary of \$20,844 per month. This compensation shall be paid on the same payment schedule as City Department Heads, which is currently twice a month. Each year of this Agreement, the City Council shall review the performance and salary of Employee. The City Council, at its sole discretion, may authorize a modification in the salary paid to Employee at the time of any such performance review. If warranted in the opinion of the City Council based on the results of this annual performance review, the City Council will consider a 10% differential between the salary of Employee and the salary of the next highest paid Department Head.
- 4. General Leave. Upon employment, City shall provide Employee with a general leave balance of seven (7) days. This leave balance can be used by Employee to take time off from work for general leave purposes, but may not be cashed out by Employee. For purposes of general leave accrual, Employee shall be credited with the third level of experience (10-14 years of service) and shall accrue the number of

hours of General Leave per month granted to employees at this level, which is currently 18 hours per month. General Leave is given in lieu of vacation, illness and bereavement leave and may be used for any such purpose. Except as expressly provided in this section, Employee's General Leave shall be subject to the same rules and benefits governing General Leave for the City's Management Group.

5. Management Leave. In the event Employee is required to work hours beyond the regular 40-hour work week in order to fulfill management responsibilities, Employee shall record the time worked and shall be entitled to accrue up to 80 hours of time credit per year for use as Management Leave. Hours so accrued may be used as time off or paid off in a lump sum toward the end of the calendar year at the hourly rate of pay for Employee. By this section, it is the City's intent to provide Employee with the Management Leave benefit granted to Department Head employees subject to the terms of the City's policies applicable to Department Heads.
6. Deferred Compensation Contribution. The City shall contribute \$10,000 per year to Employee's 457 deferred compensation account.
7. Employment Benefits. City shall provide Employee with the same benefits, including retirement, medical, dental, long-term disability, vision, and life insurance, as well as the general, holiday and management leaves provided to other City Department Heads. The City shall provide Employee with the same medical retirement benefits for employer paid family medical and other post-employment benefits provided to other City management employees.
8. Professional Memberships. City and Employee will work out in the budget process the amount of funding that may be available to cover travel and subsistence expenses of Employee for short courses, institutes, seminars and participation in governmental groups and programs for Employee's professional development. Such governmental groups may include the California City Managers Foundation, the International City Managers Association, and the California League of Cities. The costs of any out-of-state travel and subsistence shall require prior approval of the Mayor. The City Council encourages Employee's participation in local private service organizations, but the costs of such participation shall be borne by Employee.
9. Performance Review. At least once per year, City Council shall meet with Employee and review Employee's performance pursuant to this Agreement. If only done on an annual basis, this performance review shall commence in July of each year and shall be completed on or before Employee's anniversary date of employment with City. During this performance review, the City Council and Employee may agree on performance objectives and priorities for the coming year for Employee.
10. Termination of Agreement by Employee. Employee may terminate this Agreement at any time upon giving at least sixty (60) days' written notice to the City.
11. Termination of Agreement by City.
 - a. Pursuant to the Millbrae Municipal Code, the City may terminate this Agreement at any time.

- b. Except as required by State or Federal law, no further payment to Employee shall be required pursuant to this Agreement if the City terminates this Agreement at any time for the following reasons:
- i. If Employee dies.
 - ii. If Employee is convicted of a felony or misdemeanor involving moral turpitude or personal gain to herself from public employment.
 - iii. If the City Council determines that Employee has violated City policy regarding sexual harassment or drug or alcohol usage, or has violated State or Federal law with regard to civil rights, and the City Council determines that termination from City employment is the appropriate sanction.
 - iv. If the City Council determines that Employee has stolen public monies.
- c. In the event that the City terminates this Agreement for a reason not stated in paragraph (b) above and Employee is still willing and able to perform his duties, City shall pay Employee an amount equal to his then current monthly compensation times the number of months Employee has served under this Agreement not to exceed a total of eight (8) months, in addition to the payment of the accrued benefits as provided herein for that period.
12. Notices. Any notice required to be given under this Agreement shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:
- To City:
Mayor and City
Clerk City of
Millbrae
621 Magnolia Avenue
Millbrae, CA 94030
- To Employee:
Thomas C Williams

13. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

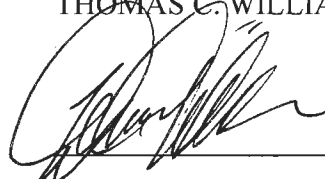
14. Nonassignability. The services to be performed under this Agreement are unique and personal to Employee, and he is being employed solely because of his personal qualifications, qualities, and character. No portion of these services shall be assigned or subcontracted in any way.
15. Binding Effect. This Agreement was negotiated and drafted by both parties. This Agreement is binding on the heirs and executors, administrators, and conservators of Employee.
16. Governing Law. This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo or San Francisco.
17. Non-Liability of Officials and Employees. No official or employee of the City shall be personally liable for any default or liability under this Agreement except Employee.
18. No Rights in Third Parties. Nothing contained in this Agreement is intended to nor shall it be construed to create any right of action of any kind in any third party.
19. Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and Employee.
20. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Employee. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.
21. Severability. In the event that any portion of this Agreement is held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the part(s) found to be void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, the City and Employee have executed this Agreement as of the date indicated above.

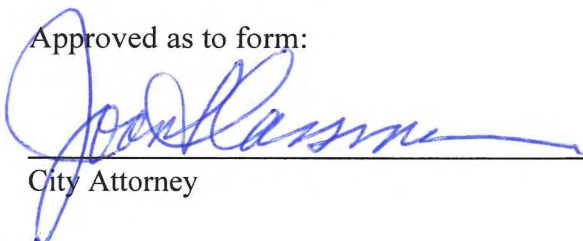
CITY OF MILLBRAE

THOMAS C. WILLIAMS

By



Approved as to form:


City Attorney