CITY MANAGER EMPLOYMENT AGREEMENT

between the

City of San Mateo

and

Drew Corbett

dated

November 9, 2018
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Drew Corbett

RECITALS

WHEREAS, the Charter of the City of San Mateo provides that the City Manager of San Mateo, California, shall be appointed by and serve at the pleasure of the City Council of the City of San Mateo ("Council"), and

WHEREAS, the Council desires to employ Drew Corbett as City Manager; and

WHEREAS, Drew Corbett desires to serve as City Manager; and

WHEREAS, it is the desire of the parties hereto to provide the terms and conditions by which the City shall receive and retain the services of Drew Corbett ("City Manager") and to provide for him to remain in such employment, to make possible full work productivity by assuring his morale and peace of mind with respect to future security; to act as a deterrent against malfeasance or dishonesty for personal gain on his part and to provide for terminating his services at such time as he may be unable to fully discharge his duties or when Council may otherwise desire to terminate his employ;

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

A. **Responsibilities and Duties.** City Manager shall perform those duties and responsibilities delegated to the city manager in the San Mateo City Charter and the San Mateo Municipal Code.

B. **Term.** City Manager shall be retained in this position from December 22, 2018, through December 21, 2023. This Agreement, in its entirety, will be automatically extended annually for an additional one-year period, unless the Council specifically takes action by four-fifths vote to not renew this Agreement. A decision not to renew this agreement shall be considered a decision to remove the city manager as provided in Section 3.02 of the Charter, and such a decision shall be implemented in conformance with the procedures established in that section.

C. **Salary.**

1. City Agrees to pay City Manager $265,000 in salary per annum for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding.

2. Thereafter, and subject to an evaluation of performance, City may increase City Manager's salary by resolution.
D. **Benefits.**

1. **Health and Life Insurance.** City shall offer to provide City Manager with the same medical, long term disability, dental, and vision insurance benefits (including retiree health benefits) as are provided to employees in the San Mateo Management Association as of the effective date of this agreement. City Manager may elect to decline any of these benefits. City shall provide City Manager with term life insurance in the amount of $50,000. Except as provided in subdivision D.4., no additional compensation will be provided if City Manager elects to decline any of these benefits.

2. **Retirement.** City shall provide City Manager the same PERS retirement benefit under the same terms and conditions with respect to the employee contribution and employer contribution as is provided to the city’s unrepresented miscellaneous employees.

3. **Sick Leave, Vacation and Holidays.** City Manager shall receive the same sick leave, vacation, and holiday benefits under the same terms and conditions as are provided to employees in the San Mateo Management Association as of the effective date of this agreement. Any hours accrued as of the effective date of this Agreement shall be credited to City Manager. City Manager shall not be entitled to the Administrative Leave benefit provided to employees in the San Mateo Management Association. City Manager shall be entitled to receive pay out of his accrued sick leave hours in the same manner and subject to the same limitations as members of the San Mateo Management Association as of the effective date of this agreement. Pay out of accrued holiday and vacation time shall be made in accordance with state law.

4. **Deferred Compensation/Retirement Health Savings.** City shall provide to City Manager a $1,500 monthly contribution to the City’s deferred compensation plan. In addition, City shall provide to City Manager a contribution to a retirement health savings account in the same amount provided to the city’s miscellaneous, department head employees as of the effective date of this agreement. As of the date of execution of this agreement, City Manager has elected to decline the medical insurance benefit (including the $160 payment for waiving medical coverage) provided to employees in the San Mateo Management Association. The deferred compensation contribution provided to City Manager in this subdivision exceeds the contribution provided to the city’s miscellaneous, department head employees. The additional amount is provided to compensate City Manager in an amount that approximates the savings to City resulting from City Manager’s decision to decline medical benefits. If City Manager subsequently elects to receive medical insurance benefits, City Manager shall thereafter receive a monthly contribution to the City’s deferred compensation plan in the same amount provided to the city’s miscellaneous, department head employees.

5. **Automobile Allowance.** City shall provide City Manager a monthly automobile allowance in the amount of $375. City will provide no city owned automobile, and City Manager shall be responsible for all costs, including but not limited
to, maintenance, gasoline, and insurance associated with his personal automobile, even when used for city business.

E. **Professional Activities.** City shall, to the extent it is financially able, budget for and pay expenses for City Manager’s membership and participation in professional activities and conferences, including the League of California Cities, the International City Management Association, and other associations or organizations, provided the activities and conferences are directly related to the work of city management. In addition, City recognizes the benefits of city representation in local service clubs and organizations, and City shall pay for City Manager’s membership dues for one local service club, or similar organization.

F. **Performance Reviews.** The City Council shall review and evaluate the performance of City Manager on at least an annual basis, and may review and evaluate the City Manager’s performance on a more frequent basis if it determines that it is appropriate to do so.

G. **At Will Employment.** It is understood by and between the Parties to this Agreement that City Manager serves at the pleasure of the Council, and City Manager shall have no right to a termination hearing (except as is provided in the city charter), or to any vested right to his position other than as contained in this Agreement.

H. **Termination/Severance.**

1. City Manager serves at the pleasure of the City Council and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of City to terminate the services of City Manager with or without cause. There is no express or implied promise made to City Manager for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between City Manager and City.

2. If the City Manager is terminated by the Council while still willing and able to perform the duties of the City Manager, the City agrees to pay City Manager a single lump sum payment made on the effective day of the termination, in an amount equivalent to six months aggregate salary and an amount equivalent to six months aggregate health insurance benefit allowance. Any such payments will release City from any further obligations under this Agreement. Contemporaneously with the delivery of the severance pay herein above set out, City Manager agrees to execute and deliver to City a release releasing City of all claims that City Manager may have against City.

3. Notwithstanding paragraph H.2 above, the City shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under the provisions of paragraph H.2, if City Manager is terminated because of a crime of moral turpitude or a violation of statute or law constituting misconduct in office, or if the council finds that City Manager has engaged in conduct that would harm the reputation of the City. Further, City shall not be obligated to pay, and shall not pay, any amounts or continue any benefits under the
provisions of paragraph H.2, in the event City Manager voluntarily resigns without affirmative action by City to terminate, initiate termination proceedings or request resignation, for example a resignation to pursue other employment or professional opportunities.

I. **Resignation.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from his position as City Manager or to retire from public service. In the event that City Manager voluntarily resigns his position, or retires, prior to the expiration of the term of this Agreement, City Manager shall give City three (3) months' notice in advance, unless the parties agree otherwise. In the case of a voluntary resignation or retirement, no severance will be paid to City Manager.

J. **General/Miscellaneous Provisions.**

1. This Agreement sets forth the entire agreement between the Parties and supersedes all other oral or written representations or previous agreements between them. This Agreement may be modified only in writing approved by the Council and signed by all Parties.

2. The failure of either Party to enforce against the other Party a provision of this Agreement shall not constitute a waiver of that Party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.

3. This Agreement shall be binding upon and inure, where applicable, to the benefit of the heirs at law and executor of City Manager.

4. This Agreement shall not be assigned or subcontracted by either party without the consent of the other party. Consent may be denied for any reason or no reason at all.

5. Should any provision, section, or subsection of this Agreement be declared invalid or unenforceable by any court of competent jurisdiction, such ruling shall not affect any other provision hereof, and the unaffected provisions shall remain in full force and effect.

6. This Agreement may be amended only in writing.

7. In accordance with Government Code Sections 53243, 53243.1, and 53243.2:

   a. In the event Employee is placed on paid leave pending an investigation, Employee shall reimburse such pay to City if he is subsequently convicted of a crime involving the abuse of his office or position;
b. In the event City pays for Employee's legal criminal defense, he shall fully reimburse such funds to the City if he is subsequently convicted of a crime involving an abuse of his office or position; and,

c. If this contract is terminated, any cash settlement related to the termination that Employee may receive from City must be fully reimbursed to City if he is subsequently convicted of a crime involving an abuse of his office or position.

For the purposes of this section, "abuse or office or position" shall be as defined in Government Code Section 53243.4.

IV. EXECUTION

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.
“City”

CITY OF SAN MATEO,
A Municipal Corporation

By: Rick Bonilla, Mayor

“City Manager”

Drew Corbett

Drew Corbett

ATTEST:

By: Patrice M. Olas, City Clerk

APPROVED AS TO FORM:

By: Shawn M. Mason, City Attorney