

CITY MANAGER EMPLOYMENT CONTRACT

2016 AMENDMENT – AMENDING AND REPLACING THE ORIGINAL CONTRACT

This contract, dated November 15, 2016, is made between the City of Livermore (“City”), a California municipal corporation, and Marc Roberts (“Employee”) and amends and replaces the previous employment contract between these parties dated November 14, 2015.

RECITALS

City desires to employ the services of Employee as City Manager of the City of Livermore and to provide certain compensation and establish certain conditions of employment of the City Manager.

Employee desires to accept employment as City Manager under the conditions contained in this contract.

In consideration of the mutual covenants contained in this contract, the parties agree as follows:

I. TERM

The term of this contract shall begin on November 28, 2016, and shall continue for a period of five (5) years through November 30, 2021, subject only to the Termination and Severance (section IV) and Resignation (section VIII) provisions of this contract. Both City and Employee understand that Employee’s employment is at the will of both parties. Thus, Employee serves at the pleasure of the City Council, subject only to the Termination and Severance (section IV) and Notices (section VII) provisions contained in this contract. In a like manner, nothing in this contract shall interfere with the right of Employee to resign at any time subject to the Resignation (section VIII) and Notices (section VII) provisions of this contract.

II. DUTIES

City agrees to employ Employee as City Manager to perform the duties specified in Livermore Municipal Code section 2.08, as well as other duties assigned by the City Council which reasonably relate to the position of City Manager.

Employee agrees to remain in the exclusive employment of City except that City acknowledges that Employee may engage in other professional activities (including teaching, writing, and the like) so long as these activities do not interfere or conflict with Employee’s duties as City Manager.

III. COMPENSATION

A. Salary

City agrees to pay Employee a salary of \$249,668 per year, payable at the same time as other City employees are paid.

B. Benefits

Employee shall be entitled to receive the same benefits as are provided for all City Department Heads.

Additionally, Employee shall maintain the benefits, such as vacation leave, that Employee has accumulated in his employment previously for the City. Employee also shall receive the following.

- (1) A car allowance of \$500 per month.
- (2) A City contribution of \$200 per month into a City-recognized deferred compensation program provided to City Department Heads.
- (3) Vacation cash-out – Employee shall be eligible to cash out any amount of accrued vacation leave each year and any portion of which may be applied to deferred compensation.
- (4) Retiree health reimbursement benefit – Employee is eligible for the retiree health reimbursement benefit. Upon retirement, employee is eligible for a retiree medical reimbursement benefit with a reimbursable amount up to the \$1,950 per month cap. Employee may designate a portion of his retiree health benefit to any beneficiary of his PERS retirement benefit regardless of whether that person is a dependent. This designation is subject to the benefit cap.

IV. TERMINATION AND SEVERANCE

A. City may terminate, without cause, the employment of Employee by providing written notice of such termination to Employee in a manner set forth in the Notice (section VII) provisions of contract.

B. In the event of such termination, while Employee is willing and able to perform the duties of City Manager, City shall pay: Employee's salary and benefits (in the amounts as of the date of termination) for a period of 12 months from the date of termination. This provision shall not apply if termination is for cause. For the purpose of this contract, termination for cause shall mean that Employee is terminated for:

1. willful misconduct;
2. abuse of drugs or alcohol which materially affects the performance of his duties;
3. repeated and protracted unexcused absences from the City Manager's office;
4. conviction of any felony;
5. conviction of a misdemeanor involving moral turpitude;

6. acceptance of employment from another source inconsistent with this agreement; or
7. any material breach of this agreement.

V. PERFORMANCE EVALUATION

- A. Each October, the City Council shall review Employee's performance to determine, among other things, entitlement to any salary increase (including merit and/or cost of living) or whether to award any one-time special merit award, or bonus, for the accomplishment of the City Council's specific goals, or for exceptional results or performance above the expected fulfillment of Employee's job obligations.
- B. Each year as a part of the Employee's evaluation process, Employee and City Council shall meet to discuss establishing performance objectives for Employee. These performance objectives, in combination with any adopted Council goals for the operational period, shall become the bases for Employee's subsequent performance review.

VI. PROFESSIONAL DEVELOPMENT

City acknowledges its mutual interest in the continuing professional development of Employee. Thus, City agrees to allow and pay all expenses associated with membership fees as well as employment-related conferences, including meals, subscriptions, and professional development costs associated with professional organizations, such as the International City Management Association, the League of California Cities, and the California City Managers Association. This may include activities such as serving as an officer or board member of such organizations. Professional development activities will not distract Employee from his other duties as City Manager.

VII. NOTICES

The notices pursuant to this contract shall be by certified registered mail return receipt requested addressed as follows:

A. City:

City Council
City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

B. Employee:

Marc Roberts
City Manager

City of Livermore
1052 South Livermore Avenue
Livermore, California 94550

VIII. GENERAL PROVISIONS

A. This written contract shall constitute the entire agreement between the parties, and they have drafted it jointly. No representations, except for those herein, have been made or relied upon.

B. This contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provisions or any portion thereof contained in this of contract is held invalid by a court of competent jurisdiction the remainder of this contract shall be deemed severable and shall not be affected and shall remain in full force and effect.

D. This contract may be modified or extended only upon the written consent of City and Employee.

E. Employee will provide the City at least 60 days written notice of the effective date of his resignation or retirement.

F. It is recognized that the position of City Manager is an executive management position which often requires more than a conventional forty-hour week to provide the desired level of professional service. It is further recognized that to properly fulfill his duties and responsibilities, Employee will devote a considerable amount of time outside normal office hours to the business of the City. Therefore, Employee will not be required to maintain a strict forty (40) hour-per-week on-site presence at City Hall, and may occasionally be absent from City Hall during normal business hours as is reasonable and appropriate. This flexibility in work schedule shall not be abused. In this regard, Employee is required to maintain a regular on-site presence during normal business hours that is sufficient to properly administer and oversee the activities of the City and its employees, to provide accessibility to City Council members, Department Heads, citizens, and other persons or firms who have business with the City and to generally ensure that the City functions appropriately on a day-to-day basis. Excessive absences during regular business hours will be a matter of concern to the City. Employee is expected to be available at all times, except for the time taken on personal matters, such as vacations; City expects Employee to make prudent and reasonable arrangement for such personal time off, such as reasonable notice and arrangements, for example, for acting City Managers.

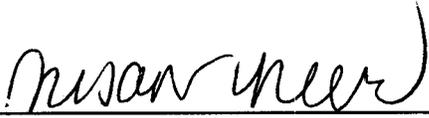
It is one of the duties of the City Manager of the City of Livermore to implement, support, and articulate the policies and objectives of the Livermore City Council and to serve as the primary administrative official of the City. As such, Employee is expected to maintain a reasonably high level of community involvement, and should become an active participant in community activities including those conducted or sponsored by City and its

departments and those conducted or sponsored by various community organizations.

In witness whereof, City has caused this contract to be signed on its behalf by its Mayor, and duly attested by its City Clerk, Employee has signed this document on or before the date written above.

ATTEST:

CITY:



Susan Neer
City Clerk



John Marchand
Mayor

APPROVED AS TO FORM:

EMPLOYEE:



Jason Alcala
City Attorney



Marc Roberts
City Manager