

CITY OF BRENTWOOD CITY ATTORNEY EMPLOYMENT AGREEMENT

Introduction

This City Attorney Employment Agreement (“Agreement”), is made and entered into on this day of June 11, 2024, by and between the City of Brentwood, a municipal corporation of the State of California (“City” or “Employer”) and Katherine L. Wisinski (“Employee”)(each a “Party” and collectively, the “Parties”), both of whom agree as follows:

Section 1: Term

This Agreement will become effective on June 11, 2024, and will continue until terminated by either Party as provided in this Agreement.

Section 2: Duties and Authority

Employer agrees to employ Employee as City Attorney for City and Counsel for all related independent entities to which the City Council serves as the governing board to perform the functions and duties as may be specified in the Brentwood Municipal Code and to perform other legally permissible and proper duties and functions.

Section 3: Compensation

A. Employer agrees to compensate Employee for services rendered under this Agreement at an annual salary of Two Hundred Fifty Thousand Dollars (\$250,000), as may be adjusted, from time to time, in accordance with Section 3.B. of this Agreement, or as this Agreement may be amended. Such salary will be paid in installments on the Employer’s normal paydays and in accordance with the Employer’s normal pay practices and will be subject to customary withholding for taxes and other required or authorized deductions.

B. Employer and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 12 of this Agreement. Such annual salary review will include consideration of those benefits to Employee under this Agreement. The City Council may, but is not required to, consider or approve cost of living increases, merit increases, or other compensation enhancement in conjunction with the annual salary review.

C. Employee can distribute Employee’s salary between salary and deferred compensation as Employee chooses, so long as such distribution conforms to all applicable State and Federal laws and regulations.

Section 4: Health, Disability and Life Insurance Benefits

Employer agrees to provide and to pay the premiums for health, vision, dental, life and disability insurance for Employee and Employee’s dependents equal to that which is provided to all other exempt non-sworn management employees of Employer.

Section 5: Vacation and Sick Leave, and Personal Time Off

A. Employee will accrue twenty-one (21) days (168 hours) of annual vacation leave each fiscal year. Vacation leave will cap at 252 hours, at which point Employee will cease to accrue vacation until Employee's vacation accrual is less than 252 hours. Employee will be entitled to any vacation buyback program to the same extent as other exempt management employees. Employee will retain the current vacation leave balance accrued during her tenure with the City as Interim City Attorney and Assistant City Attorney.

B. Employee will be provided sick leave and personal time off to the same extent as other exempt non-sworn management employees. Employee will maintain the current sick leave balance accrued during her tenure with the City as Interim City Attorney and Assistant City Attorney.

C. Employee will be entitled to Holidays to the same extent as other exempt non-sworn management employees.

Section 6: Retirement, Deferred Compensation, and Other Benefits not Specified in this Agreement

A. Employee will be eligible to participate in the California Public Employees' Retirement System ("CalPERS") for the 2% at age 62 formula. The terms of the contract between the City and CalPERS will govern the eligibility for and level of benefits to which Employee is entitled.

B. Employee will be allowed to participate in Employer's deferred compensation plan.

C. Unless the benefit is specifically addressed in this Agreement, Employee will also be entitled to receive all benefits afforded to non-sworn employees as set forth in the [Terms, Conditions and Understanding for Executive and Senior Management Employees](#), except Employee is not entitled to receive the Management Incentive Pay.

Section 7: Disability

If determined that Employee is unable to return to work, Employer will have the option to terminate this Agreement without further payment of compensation and benefits if Employee is permanently disabled or is otherwise unable to perform Employee's duties because of sickness, accident, injury, mental incapacity, or death for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period.

Section 8: General Business Expenses

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget for and to pay for registration, travel, and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the League of California Cities, International Municipal Lawyers Association, and such other regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for registration, travel, and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of the Employer.

Section 9: Termination

For the purpose of this agreement, termination will occur when:

A. The required majority of the City Council votes, pursuant to the Brentwood Municipal Code, to terminate Employee at a duly authorized public meeting.

B. If Employer, citizens, or State Legislature acts to amend, either directly or indirectly, any provisions of the Brentwood Municipal Code pertaining to the role, powers, duties, authority, rights, or responsibilities of Employee's position, Employee will have the right to declare that such amendments constitute termination.

C. If Employer reduces the base salary, compensation, or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all City department directors, such action will constitute a breach of this agreement and will be regarded as a termination.

D. If Employee resigns following an offer to accept resignation, whether formal or informal, by Employer as representative of the required majority of the governing body pursuant to the Brentwood Municipal Code, then Employee may declare a termination as of the date of the offer to accept resignation.

E. Breach of contract may be declared by either Party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract will be provided in accordance with the provisions of Section 17.

F. Employer's decision to terminate will be made in closed session and confirmed in a public meeting.

G. Employee may choose to resign Employee's office instead of being terminated if a decision by the City Council to terminate has been made in closed session; provided, however, that the severance provisions of this Agreement remain applicable.

Section 10: Severance

Severance will be paid to Employee when employment is terminated as defined in Section 9.

For the first year of employment in the position of City Attorney, Employer will provide a minimum severance payment equal to six month's base salary at the current rate of pay and six months Employer paid COBRA benefits for Employee and her dependents, consistent with Government Code Section 53260(a). For every full year of employment after June 10, 2025, Employer will pay employee an additional one month of base salary and one month of COBRA benefits for Employee and her dependents, up to a maximum of 12 months. This severance will be paid in a lump sum unless otherwise agreed to by Employer and Employee.

Employee will also be compensated for all accrued vacation time and personal time off. The Employer agrees to continue medical, dental, and vision benefits for the number of month's severance accrued by Employee or until Employee finds other employment, whichever occurs first. Such severance pay and benefits will not be due or payable if the City Attorney is terminated for willful misconduct, dishonesty, or fraud in office; willful destruction, theft, misappropriation, or misuse of City property; conduct resulting in the revocation of Employee's license to practice law; or after being convicted of a felony or misdemeanor involving moral turpitude. Any severance payment received by Employee must be fully returned to the City if the Employee is convicted of a crime involving an abuse of Employee's office or position.

Section 11: Resignation

In the event that Employee voluntarily resigns Employee's position with Employer, Employee will provide a minimum of sixty (60) days written notice unless the Parties agree otherwise. If Employee voluntarily resigns Employee's employment, Employee will not be entitled to any severance pay nor continued compensation and benefits except as otherwise required under this Agreement or State or Federal law.

Section 12: Performance Evaluation

The Parties acknowledge that periodic performance evaluations are an important means by which Employer and Employee may ensure effective communications regarding expectations and performance. Toward this end, the City Council will review and discuss Employee's performance and set performance goals for Employee on an annual basis in or around July of each year. In addition, during Employee's first year of employment in the position of City Attorney, the Director of Human Resources/Risk Manager shall schedule City Attorney performance evaluations to establish and review Employee's goals in or around September 2024, December 2024, and March 2025. Employee acknowledges and accepts the fact that the City Council has the right to schedule an evaluation session more frequently than once a year.

Employee will request and schedule the annual performance evaluation as appropriate under City Council agenda procedures or as otherwise directed by the City Council. Upon the request of either Employer or Employee, City shall procure and cover the costs of a professional facilitator of the performance evaluation process.

Section 13: Outside Activities

The employment provided for by this Agreement will be Employee's sole employment. Employee agrees not to undertake any other employment or consulting during the term of this Agreement without City Council approval, unless otherwise allowed under State or Federal law, such as military service.

Section 14: Indemnification

Beyond that required under Federal, State or local law, Employer will defend, save harmless, and indemnify Employee against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Attorney or resulting from the exercise of judgment or discretion in connection with the performance of Employee's duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employee may request, and Employer will not unreasonably refuse to provide, independent legal representation at Employer's expense and Employer may not unreasonably withhold approval.

Legal representation, provided by Employer for Employee, will extend until a final determination of the legal action including any appeals brought by the parties to the legal action. Employer will indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Employee's duties. Any settlement of any claim must be made with prior approval of Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer will have the right to compromise, and settle any claim or suit. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which Employee is a party, witness, or advisor to Employer. Such expense payments will continue beyond Employee's service to Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation.

Notwithstanding the above, Employee must reimburse Employer for any funds Employer provides for the legal criminal defense of Employee if Employee is convicted of a crime involving an abuse of Employee's office or position. Additionally, Employee must repay Employer for any paid administrative leave provided to Employee pending an investigation if Employee is convicted of a crime involving an abuse of Employee's office or position.

Section 15: Bonding

Employer will bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 16: Other Terms and Conditions of Employment

Employer, only upon the written agreement of Employee, will fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Brentwood Municipal Code, or any other law.

Section 17: Notices

Notice pursuant to this Agreement will be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

City: City Clerk
City of Brentwood
150 City Park Way
Brentwood, CA 94513

Employee: Address on File with City Clerk

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice will be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service. Each Party will notify the other of any changes of address that would require any notice or delivery to be directed to another address.

Section 18: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the Parties are merged into and rendered null and void by this Agreement. The Parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments will be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement will be binding on Employer and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions will be deemed to be in full force and effect as if they have been executed by both Parties subsequent to the expungement or judicial modification of the invalid provision.

EMPLOYER:

EMPLOYEE:

CITY OF BRENTWOOD

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Joel R. Bryant, Mayor

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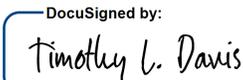
Katherine L. Wisinski

ATTEST:
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Margaret Wimberly, City Clerk

Approved as to Form:

DocuSigned by:

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Timothy L. Davis, Special Counsel for City of Brentwood