

**AGREEMENT EMPLOYING MARTI BROWN AS CITY MANAGER
FOR THE CITY OF WILLOWS, CA**

WHEREAS, the City of Willows desires to employ Marti Brown as its City Manager, and

WHEREAS, Marti Brown desires to accept such appointment on the terms and conditions contained herein;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Employment: This City Manager Employment Agreement (“Agreement”) is entered into by and between the CITY OF WILLOWS (“City”), a California “General Law” City, and MARTI BROWN (“Manager” or “City Manager”). Under this Agreement, the City offers, and Manager accepts, employment as City Manager of the City. Manager agrees that employment with City is “at will,” at the will of the City Council, which may terminate said employment in its sole discretion, with or without cause. There has been no express or implied promise made to Manager concerning continued employment and any such promise can arise in the future, if at all, only expressly from a resolution adopted by the City Council.

2. Effective Date: The effective date of this contract shall begin on November 23, 2021 and it shall continue unless and until the City and/or Manager or the Parties terminate the agreement pursuant to the termination, severance and resignation provisions of this contract. Both the City and the Manager understand that the City Manager's employment is an “at-will” employment. Thus, Manager serves at the pleasure of the City Council subject to any termination and severance and notice provisions contained in this Agreement. In like manner, nothing in this contract shall be deemed to interfere with the right of Manager to resign at any time subject to the resignation and notice provisions of this contract.

3. Duties: Manager shall perform those duties and have those responsibilities that are commonly assigned to a city manager of a city in California, and as provided for in Willows Municipal Code Chapter 2, Section 10.010 through Section 10.290 which are incorporated herein and attached hereto as Exhibit “A” to this Agreement. These provisions of the Willows municipal code and shall form a part of this Agreement. Should any provision of this Agreement conflict with these provisions of the Municipal Code, the Municipal Code shall prevail. Manager shall, additionally, perform such other legally permissible and proper duties and functions consistent with the office of City Manager, as the City Council shall from time to time assign.

4. Devotion to City Business: During the term of this Agreement, Manager shall not accept any other employment and shall be exclusively employed by City, unless prior authorization is received from the City Council, which the Council may withhold in its sole and exclusive discretion.

The City Manager shall not engage in any activity which is or may become a conflict of interest or which may create an incompatibility of office as defined under California law. The City Manager must annually complete financial disclosure forms as required by law.

5. City Council Commitments:

A. Neither the City Council nor any member thereof shall give direction to any subordinate of the Manager, including subcontractors and consultants, either publicly or privately, except as authorized by Manager.

B. No member of the City Council will order the appointment or removal of any person to any office or employment under the supervision and control of the Manager.

C. Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the Manager, as specified in the Municipal Code, this Agreement, or any other lawfully adopted and authorized document.

6. Termination of Employment and this Agreement; General Release; Severance:

A. At-Will Employee. 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 the Council to terminate the services of Manager with or without cause. There is no express or implied promise made to Manager for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Manager and the City.

B. Termination Not-For-Cause. If City terminates this Agreement (thereby terminating Manager's employment) without Cause, as determined by the affirmative votes of a majority of the members of the City Council at a Regular Meeting of the City Council, and if Manager signs, delivers to the City Council, and does not revoke, a General Release Agreement ("Release Agreement"), City shall pay Manager a lump sum benefit equal to six (6) months of Manager's then Base Salary; and, subject to any restrictions of the City's Medical benefit provider(s) shall provide health (medical, dental, and vision) benefits continuing under the health benefit plans in which Manager and any dependents are then enrolled for six (6) months or until the Manager finds other employment, whichever comes first (the cash payment and continuing benefits, collectively "Severance").

Notwithstanding the foregoing, and in accordance with Government Code section 53260, if the provisions of this agreement contain a fixed term and the remaining term of Manager's Agreement is less than six (6) months, the maximum Severance that Manager may receive shall be an amount equal to Manager's monthly salary multiplied by the number of months left on the unexpired term of the Agreement.

C. Termination for Cause. If City terminates this Agreement (thereby terminating Manager's employment) with Cause, as determined by the affirmative votes of a majority of the members of the City Council at a Regular Meeting of the City Council, Manager shall not be entitled to any additional compensation or payment, including Severance, but shall be entitled only to accrued Base Salary and vacation pay, and any other accrued and unused benefit allowances according to their terms ("Accrued Salary and Benefits").

As used in this Agreement, Cause shall mean any of the following:

1. Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the Manager's reputation;

2. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4 (see Section 6. D., (below));

3. Willful insubordination or repeated failure to carry out a directive or directives of the City Council made by the City Council as a body at a Brown Act compliant meeting; and

4. Any grossly negligent action or inaction by Manager that materially and adversely: (a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates City's properly-established rules or procedures.

D. Abuse of Office. Notwithstanding any of the provisions in Sections 6. A. and 6. B. (above), in any circumstance in which the Manager is convicted of a crime involving abuse of his or her office or position with the City as defined in California Government Code Section 53243.4, any paid administrative leave provided by the City pending an outcome of the investigation into such crime, any City funds expended for the legal criminal defense to such criminal allegation, any cash settlement or severance provided to the Manager upon termination shall be fully reimbursed by the Manager to the City.

E. Termination of Agreement in the Event of City Manager's Death. This Agreement shall terminate upon the death of the City Manager. In the event of such termination, the Manager's estate shall receive Accrued Salary and Benefits, but shall not be entitled to any additional compensation or payment, including Severance.

F. Disability Termination. If Manager shall, for whatever reason, become incapable of performing any of the essential functions of Manager's position, even with reasonable accommodation by Employer, either (1) permanently, or (2) for a period exceeding the period of leave available to the Manager under the Family Medical Leave Act or the California Family Rights Act, or accrued sick leave, whichever is longer, then Manager shall be deemed to have suffered a disability. As the Manager position requires Manager to devote a great deal of time both during and outside of normal office hours to the business of Employer, Manager recognizes that granting a leave longer than the time period stated in this section may constitute an undue hardship on Employer. In accordance with applicable law, any request for leave that does constitute an undue hardship shall be grounds for termination of this Contract.

G. Resignation/Retirement of Manager. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from their position with the City. The Manager may terminate the Agreement by submitting written notice of their resignation to the City and shall give the City not less than thirty (30) days written notice of their intention to resign or retire. If Manager resigns or retires from employment with the City, they shall not be entitled to any severance pay. Manager shall be paid for all accrued vacation to the effective date of the termination.

H. Communications Upon Separation. In the event of separation of the Manager, the City, members of the Council and Manager shall refrain from making any written, oral or electronic statement to any member of the public, media or other third parties concerning the separation other than dates of hire, notice and separation, salary paid, and positions held. The Parties may elect to prepare a joint media release or statement containing non-disparaging content that is mutually agreeable to the City and Manager. Either Party may verbally repeat the substance of the joint media release in response to any inquiry. Nothing in this section shall be construed to prevent disclosures or responses to public records requests or as otherwise required by law.

7. Compensation and Annual Evaluation:

A. Base Salary. Manager's initial annual Base Annual Salary shall be **One-Hundred Forty-five Thousand Dollars (\$145,000.00)** payable in equal installments at the same time and in the same manner as other employees of the City are paid. The salary shall be subject to withholding.

B. Annual Performance Reviews. At least annually the City, by the City Council, and Manager may set mutually-agreed-upon objectives for each year under this Agreement. These objectives shall coincide with the City Council's completion of a public employee performance evaluation of the City Manager in April of each year, the Council shall discuss the results of the evaluation with Manager ("Annual Evaluation").

C. Annual Salary Adjustments. Subject to Manager's overall satisfactory performance at the annual performance evaluation referred to in Section 7. B. (above), Manager's base salary shall be adjusted based upon The Consumer Price Index, West Region (CPI) as reported by the Bureau of Labor Statistics ("CPI Adjustment"). Any applicable CPI Adjustment shall be effective for the following fiscal year, beginning July 1 of each year. The minimum salary increase in any year provided for through this section shall be 3% and the maximum 5%; however nothing in this section should be interpreted to prevent the City Council from separately adjusting the Manager's salary at any time. The base salary shall, however, not be reduced by a negative CPI Adjustment. Such base salary adjustment shall be set forth in an annual salary resolution approved by the City Council at a regular meeting of the City Council.

8. Non-Cash Compensation and Benefits:

A. CalPERS Retirement. City agrees to continue to enroll Manager as a member of the California Public Employees Retirement System (PERS) in the CalPERS "Miscellaneous" employee retirement plan in effect at the City. Pursuant to California Government Code Section 53244, a local public officer who is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of or in the performance of, his or her official duties shall forfeit any contract right or other common law, constitutional or statutory claim against a public agency employer to retirement or pension rights or benefits.

B. Deferred Compensation Retirement Plan (IRS 457(b)). The City will match payroll contributions made by the Manager to any City-approved Deferred Compensation Plan; up to a maximum of five percent (5%) of the Manager's annual base salary.

C. Other Non-Cash Benefits. Unless otherwise specifically provided for in this Agreement, City will provide the Manager with the same type and level of benefits as provided to other full time senior management level employees within the City's employ, including, but not limited to holidays, sick leave, vacation, term life insurance, "cafeteria plan" benefits, medical insurance, vision and dental insurance.

All actions taken by the City Council relating to those benefits for other management employees of City shall be considered actions relating to these benefits of Manager and shall be deemed to be agreeable amendments to this Agreement without any need for a written, modification signed by all parties.

Manager shall be responsible for any income tax liability arising out of receipt of benefits provided under this Agreement that exceed the allowable tax exempt amounts including, but not limited to excess life insurance, and agrees to hold City harmless and indemnify it for any liabilities, costs and expenses caused by any tax authority relating to these benefits.

D. Hours of Work and Administrative Leave. In recognition of the fact that the Manager is an Exempt employee pursuant to the provisions of the Fair Labor Standards Act (FLSA), and that Manager is expected to work any and all hours/days necessary to competently and fully perform the functions as City Manager, the Manager will be provided with ten (10) days of paid administrative leave in each full calendar year of employment. This administrative leave shall not accrue or carry over from one year to the next and shall not be eligible to be converted to a cash benefit nor paid out upon separation of employment.

9. Vehicle Allowance: The City agrees to provide a reimbursement to the Manager of \$200 per month to reimburse the cost associated with the incidental use of the Manager's personal vehicle for business purposes. Incidental vehicle use, for purposes of this section includes the Manager's use of their own vehicle in performance of her duties as Manager for round-trip distances of less than 50 miles. All use of Manager's vehicle for work-related travel of 50 miles round-trip or greater are eligible for reimbursement at the then applicable IRS rate (currently \$0.56/mi).

10. Electronic Equipment / Technology: City shall provide City-owned electronic devices (cellphone and computer); or, in the alternative, shall provide the same monthly stipend as provided to other management-level employees for the business use of a personal cell phone or other technology devices.

11. Business and Professional Expenses: The City encourages the continuing professional growth of the Manager through their participation in activities such as international, national, regional, state, or local associations and organizations necessary and desirable for

Manager's continued professional participation, growth and advancement, or for the good of the City, these include but are not limited to:

A. Conferences, programs, and other activities conducted by or sponsored by local, or state, associations of California Cities;

B. Seminars and courses offered by public or private educational institutions relating to California City Management and Governance;

C. Informational meetings with other persons whose particular skills or backgrounds serve to improve the capacity of the Manager to perform their professional responsibilities for the City;

D. Subscription to and reading of appropriate California Cities bulletins, and periodicals.

City agrees to pay the membership, professional dues, and subscriptions on behalf of Manager which are necessary for Manager's membership, continuation of membership, subscription to or full participation in the above, in an amount up to Two Thousand Five Hundred Dollars (\$2,500) per year. The City further agrees to budget and pay the Manager's reasonable and necessary travel, subsistence, and other expenses associated with participation in the events of such organizations and activities. These activities shall be coordinated with the City Council and include but are not necessarily limited to: the International City Managers Association Conference, the League of California Cities, and regional, state and local governmental groups and committees on which the Manager serves as a member. Reimbursement for any such activities not paid in advance by the City shall be made to the Manager in accordance with applicable City policies and rules and regulations

12. Enforcement of this Agreement: The prevailing party in any actions brought to enforce this Agreement or to resolve any dispute or controversy arising under its terms and conditions, shall be entitled to payment of his/her/its reasonable attorneys' fees and costs.

13. Indemnification: Subject to any contrary provisions of the California Government Code or Section 6 (D) of this Agreement (above), City shall defend, hold harmless, and indemnify Manager using legal counsel of City's choosing, against expense or legal liability for acts or omissions by Manager occurring within the course and scope of Manager's employment under this Agreement, provided that such indemnity shall not extend to any judgment or damages arising out of any willful wrongdoing. Legal representation, provided by City for City Manager, shall extend until a final determination of the issues including any and all losses, damages, judgments, interest, settlements, fines, court costs, and the reasonable costs and expenses of legal proceedings, including appeals, and including attorneys' fees, and expert witness fees and all other trial and appellate costs, and other liabilities incurred, imposed upon, or suffered by Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened. In the event there is a conflict of interest between City and Manager such that independent counsel is required for Manager, Manager may engage Manager's own legal counsel, in which event City shall indemnify Manager, including direct payment of all such reasonable costs related thereto.

The parties agree that this section shall survive termination of this Agreement and Manager's employment with the City. This section shall apply at the time any such claim, demand, action, loss or charge is made or occurs as the case may be provided that the act or omission giving rise to the claim occurred during the time that the Manager was employed by the City.

14. Notices: Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change his/her/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY:
City of Willows
Attention: Mayor
201 North Lassen St.
Willows, CA 95988

MANAGER:
Marti Brown
827 8th Street
Marysville, CA 95901

COPY TO:
David G. Ritchie, Esq., City Attorney
Cole Huber LLP
2281 Lava Ridge Court, Ste 300
Roseville, CA 95661

15. Conflict with City Municipal Code: The City personnel ordinances, resolutions, rules and policies shall apply to Manager in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the City Municipal Code, the City Municipal Code shall prevail over this Agreement.

16. Entire Agreement: This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of Manager by City, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

17. Modifications: Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

18. Effect of Waiver: The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a

waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

19. Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.


20. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement is entered into this 23rd day of November, 2021.


CITY OF WILLOWS

CITY MANAGER

By: 
Larry Domenighini, Mayor

By: 
Marti Brown

APPROVED AS TO FORM:


David G. Ritchie, City Attorney
Cole Huber LLP

**FIRST AMENDMENT TO AGREEMENT EMPLOYING MARTI BROWN AS CITY
MANAGER FOR THE CITY OF WILLOWS, CA**

WHEREAS, the employment agreement made and entered into on November 21, 2021, by and between the City of Willows, referred to as "CITY", and MARTI BROWN, referred to as "MANAGER" shall be amended as set forth herein.

I. Section 7.A. Base Salary: shall be amended to read as follows:

Effective June 30, 2025, MANAGER's Base Annual Salary shall be One Hundred Sixty-Six Thousand Seven Hundred Fifty Dollars (\$166,750.00) payable in equal installments at the same time and in the same manner as other employees of the CITY are paid. The salary shall be subject to withholding.

II. Section 8.C. Other Non-Cash Benefits: shall be amended to read as follows:

Unless otherwise specifically provided for in this Agreement, CITY will provide the MANAGER with the same type and level of benefits as provided to other full-time senior management level employees within the CITY's employ, including, but not limited to holidays, sick leave, term life insurance, "cafeteria plan" benefits, medical insurance, vision and dental insurance. Regarding vacation benefits, CITY will provide MANAGER with two weeks (80 hours) vacation inclusive and in addition to the regular vacation benefit provided to other full-time senior management level employees within the CITY's employ.

All actions taken by the City Council relating to those benefits for other management employees of CITY shall be considered actions relating to these benefits of MANAGER and shall be deemed to be agreeable amendments to this Agreement without any need for a written, modification signed by all parties.


MANAGER shall be responsible for any income tax liability arising out of receipt of benefits provided under this Agreement that exceed the allowable tax-exempt amounts including, but not limited to excess life insurance, and agrees to hold CITY harmless and indemnify it for any liabilities, costs and expenses caused by any tax authority relating to these benefits.

It is further mutually agreed that all other terms and conditions of MANAGER's employment agreement made and entered into on November 21, 2021, shall remain in full force and effect.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on April 23, 2025.

CITY OF WILLOWS:

By: 
Evan Hutson, Mayor
City Council

MARTI BROWN:

By: 