

# **AGREEMENT BETWEEN COUNTY OF SAN MATEO AND MICHAEL CALLAGY FOR SERVICES OF COUNTY MANAGER**

THIS AGREEMENT is entered into this 10th day of July, 2018, between the COUNTY OF SAN MATEO (hereinafter referred to as “County”) and MICHAEL CALLAGY (hereinafter referred to as “County Manager”) and sets forth the terms of employment of the County Manager:

## **WITNESSETH**

**WHEREAS**, the County desires to employ Michael Callagy as County Manager for the County of San Mateo; and

**WHEREAS**, the parties desire to enter into an employment agreement setting forth the terms and conditions of employment.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions as hereinafter set forth, the parties agree as follows:

1. Michael Callagy will be employed as County Manager of the County of San Mateo for a period of two years commencing on November 1, 2018 or such earlier date that the parties may agree to.
2. County Manager shall devote his full-time efforts to the performance of the duties of County Manager.
3. County Manager shall be paid an annual salary of three-hundred-and-thirty-two-thousand-and-eight-hundred dollars (\$332,800) per year. The parties reserve the right to periodically increase this salary as may be mutually agreed upon. The County Manager shall receive all cost-of-living increases provided to non-elected department heads under the same terms and conditions. The County Manager shall receive a transportation allowance as set forth in the Master Salary Resolution.

4. Unless otherwise specified herein, County Manager shall receive the same benefits as other Department Heads currently in effect, including any other benefits that have been, or may be hereafter provided by resolution of the Board. This includes the right to participate in any Defined Contribution Plan offered to similarly situated Department Heads under the same terms and conditions.

5. Regardless of any other provision set forth by Board Resolution or County Policy, County Manager shall receive thirty (30) days of vacation per year, which vacation shall accrue at the rate of 9.2 hours per bi-weekly pay period. The County Manager may accumulate up to 478.4 hours of vacation. Any balance remaining at the time of his terminating his County employment will be paid to him in cash. It is the intention of the County Manager and Board of Supervisors that the County Manager fully utilize his annual vacation accrual. Regardless of any other provision set forth by Board Resolution or County Policy, County Manager will not be entitled to cash-out unused vacation hours during the term of his employment.

6. County Manager shall be entitled to county payment of ICMA and other professional dues and reasonable expenses for attendance at conferences and meetings.

7. County Manager shall serve at the pleasure of the Board of Supervisors. In other words, County Manager is employed at will and shall be subject to termination by a majority vote of the Board of Supervisors, with or without cause. However, in the event County chooses to terminate this agreement without cause County Manager shall receive payment of severance pay at the time of leaving the County in the amount equivalent to nine (9) months' salary, or whatever amount is remaining on the contract not exceeding nine (9) months, consistent with Government Code section 53260. The County also shall pay its share of the cost of continuing him in the County's health care benefits program for the number of months corresponding to the number of

months of salary to which County Manager is entitled as severance pay or until County Manager is enrolled in an alternative health benefits program, whichever occurs first. In addition, the County Manager shall be entitled to payment of accrued leave to the same extent as all other senior managers of the County. In addition, if County chooses to terminate this agreement for cause, County Manager is not entitled to any amount of severance pay but is instead entitled to thirty (30) days' written notice. In consideration for the foregoing, as well as the County's other obligations pursuant to this Agreement, County Manager agrees to provide the County with ninety (90) days' advance written notice of his intent to terminate his employment. Pursuant to Government Code section 53243 *et seq.*, should County Manager be convicted of a crime involving the abuse of his position as defined in section 53243.4, County Manager shall fully reimburse the County all amounts specified in section 53243 *et seq.*, including but not limited to severance pay, pay for administrative leave during a pending investigation, any cash settlement related to County Manager's termination and/or any amounts paid by the County for the legal defense of County Manager.

8. The Board shall evaluate at least annually, the performance of the County Manager. The specific appraisal process will include at minimum the review of specific performance goals and measures and the establishment of new performance goals and measures. At the time of evaluation the Board shall consider, and adjust if appropriate the compensation paid to the County Manager by Resolution of the Board of Supervisors.

9. This Agreement sets forth the entire agreement between the parties and supersedes any and all other agreements or understandings, written or oral, between the parties pertaining to this subject matter. No other promises or agreements shall be binding upon the parties with respect to this subject matter unless separately agreed to in a writing executed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day  
and year first above written.

Dated: \_\_\_\_\_

COUNTY OF SAN MATEO

By \_\_\_\_\_  
President of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Michael Callagy