

**CITY OF BRENTWOOD
CITY ATTORNEY EMPLOYMENT AGREEMENT**

Introduction

This Amended Agreement, made and entered into this 28th day of April, 2026, by and between the City of Brentwood, a municipal corporation (hereinafter called "Employer") and Thomas Lloyd Smith (hereinafter called "Employee"), both of whom agree as follows:

Section 1: Term

This Agreement shall become effective on April 29, 2026, and shall continue until terminated by either party as herein provided.

Section 2: Duties and Authority

Employer agrees to employ Employee as City Attorney for the City to perform the functions and duties as may be specified in the Brentwood Municipal Code, including Chapter 2.37 of the Brentwood Municipal Code, and to perform other legally permissible and proper duties and functions as may be assigned by the City Council consistent with applicable law.

Section 3: Compensation

A. Base Salary

i. Employer agrees to compensate Employee for services rendered under this Agreement at an annual salary of three hundred five thousand dollars (\$305,000), as may be adjusted, from time to time, in accordance with Section 3.A.ii. of this Agreement, or as this Agreement may be amended. Such salary shall be paid in installments on the Employer's normal paydays and in accordance with the Employer's normal pay practices and shall be subject to customary withholding for taxes and other required or authorized deductions.

ii. 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 shall 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.

iii. Employee can distribute his Base Salary between salary and deferred compensation as he chooses, so long as such distribution conforms to all applicable State and Federal Laws and Regulations.

B. Management Incentive Pay: Employer shall pay Employee the amount per month of Management Incentive Pay as set forth in the [Compensation Summary for City of Brentwood Unrepresented Executive and Senior Management Employees](#).

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 his dependents as set forth in the [Compensation Summary for City of Brentwood Unrepresented Executive and Senior Management Employees](#).

Section 5: Vacation, Sick, and Administrative/Executive Leave

A. Employee shall accrue thirty-one (31) days (248 hours) of annual vacation leave each fiscal year. Vacation leave shall cap at eighteen months (18) months (372 hours), at which point Employee shall cease to accrue vacation until such time as his vacation accrual is less than eighteen (18) months (372 hours). Employee shall be entitled to any vacation buyback program to the same extent as other non-sworn exempt management employees.

B. Employee shall be provided sick leave to the same extent as other non-sworn exempt management employees. Employee shall be provided an initial balance of forty (40) hours sick leave.

C. Employee shall be entitled to up to eighty (80) hours of paid time off for personal leave each fiscal year as set forth in the [Compensation Summary for City of Brentwood Unrepresented Executive and Senior Management Employees](#). This leave shall not carry over from year to year if unused.

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

Section 6: Retirement and Deferred Compensation

A. Employee shall be eligible to participate, at no cost to Employee, in the Public Employees' Retirement System (PERS) for the 2% at age 62 formula. The terms of the contract between the City of Brentwood and CalPERS shall govern the eligibility for and level of benefits to which Employee is entitled.

B. Employee shall be allowed to participate in the City's deferred compensation plan.

Section 7: Disability

If determined that Employee is unable to return to work, Employer shall 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 his 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 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 California League of 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 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 shall occur when:

A. The City Council removes Employee by a four-fifths (4/5) vote, taken at a duly authorized public meeting, in accordance with Brentwood Municipal Code section 2.37.030 and other applicable law, and Employee shall not be removed from office during, or within a period of ninety (90) days next succeeding, any general or special municipal election held in the City at which a member or members of the City Council is elected, or within a period of ninety (90) days next succeeding the appointment of any member or members to the City Council, as provided in Brentwood Municipal Code section 2.37.030.

B. If Employer, the citizens or the legislature acts to amend any provisions of the Brentwood Municipal Code pertaining to the role, powers, duties, authority, or responsibilities of Employee's position that substantially changes the form of government, Employee shall 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 department directors, such action shall constitute a breach of this agreement and will be regarded as a termination, provided that a one-time citywide cost-sharing adjustment or benefit modification applied on substantially the same terms as the [Compensation Summary for City of Brentwood Unrepresented Executive and Senior Management Employees](#) generally shall not, by itself, constitute termination.

D. If Employee resigns following an offer to accept resignation, whether formal or informal, by Employer as representative of the majority of the governing body that Employee resign, then Employee may declare a termination as of the date of the suggestion.

E. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 18.

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

G. Employee may choose to resign his 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. Nothing in this Agreement shall prohibit the City Council and Employee from mutually negotiating and entering into a separation agreement, including an agreement providing for Employee's voluntary resignation from office in lieu of termination and payment of severance or other mutually agreed separation benefits consistent with this Agreement and applicable law.

Section 10: Severance

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

Employer shall provide a minimum severance payment equal to six months of salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee. Commencing April 29, 2026, for every year worked with the City, Employee will receive an additional month of severance until a total of twelve months of severance has been reached.

Employee shall also be compensated for all accrued vacation time and other leave time eligible for pay out. The Employer agrees to continue medical, dental and vision benefits for the number of months severance accrued by Employee or until Employee finds other employment, whichever occurs first. For avoidance of doubt, the City Council and Employee may provide in a mutually negotiated separation agreement for Employee's voluntary resignation in lieu of termination and for payment of the severance, accrued leave, and benefits continuation described in this Section, or such other separation benefits as may be mutually agreed, to the extent permitted by law. Such severance pay and benefits shall 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 his license to practice law; or after being convicted of a felony or misdemeanor involving moral turpitude.

Any cash settlement 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 his position with Employer, Employee shall provide a minimum of sixty (60) days written notice unless the parties agree otherwise. If Employee resigns his employment, he shall not be entitled to any severance pay nor continued compensation and benefits except as otherwise required under state or federal law.

Section 12: Performance Evaluation

City and Employee acknowledge that periodic performance evaluations are an important means by which City 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. 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.

Section 13: Outside Activities

The employment provided for by this Agreement shall 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. Notwithstanding the foregoing, Employee may engage in outside professional activities that do not create a conflict of interest and do not materially interfere with the performance of Employee's duties to the City, including teaching, writing, speaking, educational services, online or in-person trainings, and service on boards, committees, or leadership bodies of professional, governmental, nonprofit, municipal law-related, or educational organizations, with advance notice to the City Council.

Section 14: Reserved.

Section 15: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or 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 program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employee may request and Employer shall 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, shall extend until a final determination of the legal action including any appeals brought by either party. Employer shall 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 his or her 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 shall have the right to compromise and unless Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. 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 shall 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 his or her 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 his office or position.

Section 16: Bonding

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

Section 17: Other Terms and Conditions of Employment

Employer, only upon agreement with Employee, shall 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 18: Notices

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

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

Employee: Thomas Lloyd Smith
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 shall be deemed given as of the date of personal service or as of 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 19: 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 shall be incorporated and made a part of this Agreement.

B. **Binding Effect.** This Agreement shall 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 shall 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

Susannah Meyer, Mayor

Thomas Lloyd Smith

Patanisha Pierson, Vice Mayor

Faye Maloney, Council Member

Jovita Mendoza, Council Member

Tony Oerlemans, Council Member

ATTEST:

Amanda McVey, City Clerk

Approved as to Form:

Timothy L. Davis, Special Counsel for City of Brentwood