

**EMPLOYMENT AGREEMENT
CITY CLERK**

THIS AGREEMENT is entered into as of the 17th day of ~~DECEMBER~~ NOVEMBER 2007, by and between the City of Redwood City, a Charter City and Municipal Corporation of the State of California ("City") and Silvia Vonderlinden ("Employee").

RECITALS

WHEREAS, the City is desirous of employing Silvia Vonderlinden as the City Clerk for the City of Redwood City and Silvia Vonderlinden is desirous of serving as the City Clerk of City and performing the services required thereof under the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Commencing December 27, 2007, Employee shall be employed as the City Clerk of the City and shall perform those duties of the City Clerk as specified in City's Charter, Municipal Code and regulations or statutes as well as such other lawful duties assigned to the Employee by the City Council.
2. Employee shall be paid at a rate of Forty-eight dollars & sixty two cents (\$48.62) per hour, payable in installments of Three thousand eight hundred eighty-nine dollars and sixty cents (\$3,889.60) biweekly at the same time other City executive management employees are paid. Employee will also be eligible for a 2.5% or 5% bilingual pay differential. The amount of the bilingual pay differential will be based on the results of a qualifying exam administered by the City's Human Resources Department. The City Council will conduct a performance evaluation no later than June 30, 2008. If the City Council determines the City Clerk's performance warrants a salary increase, one will be granted at that time. Thereafter, performance evaluations will be conducted at least every twelve (12) months and the City Council may adjust Employee's annual salary based upon her performance. The City Council shall provide Employee with its written comments, if any, and may discuss its evaluation with her as determined by either the City Council or the Employee.
3. Employee shall be entitled to the benefits specified in City of Redwood City Executive Management Summary of Benefits (2007) as the same now exists or is hereafter amended, which is attached hereto as Exhibit A and incorporated herein, provided that:

their salary, with all mandatory deductions being withheld. In addition, upon the effective date of Employee's termination pursuant to Section 5(B) or as otherwise specified in Exhibit A, at City's option, she shall be paid the value of accrued benefits as though she were a non-retiring, separating employee.

C. With thirty (30) days advance written notice, Employee's employment may be terminated for any of the reasons stated below. If Employee is terminated for any of the causes specified below, she shall not be entitled to severance pay:

1. Intentional or willful failure to perform her lawful duties as prescribed in the City's Charter, Municipal Code and regulations or as assigned to her by a majority of the Council;
2. her death;
3. her incapacity or inability to perform her essential duties due to physical or mental disabilities;
4. willful destruction, theft, misappropriation or misuse of City property;
5. intoxication on duty, whether by alcohol or non-prescriptive drugs;
6. inexcusable absence;
7. conviction of a felony;
8. dishonesty, fraud or misconduct in office;
9. violation of Government Code § 1090, or violation of any conflict of interest laws or regulations which a court or administrative agency finds resulted in Employee or her immediate family receiving actual economic gain;
10. fraud or dishonesty in securing her employment; and/or

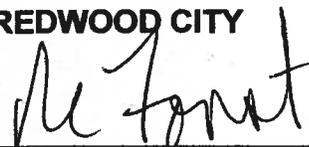
D. In the event the City Council at any time during the course of this Agreement reduces the salary or other financial benefits of all other management employees and, at the same time, reduces the salary

8. This Agreement reflects the complete Agreement between the parties pertaining to the employment of Employee by the City and supersedes any and all prior and contemporaneous agreements, representations, promises and understandings of the parties, whether oral or in writing. This Agreement shall be binding upon and inure to the benefit of the heirs of the Employee.
9. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of the Agreement or any portion thereof shall not be affected and shall remain in full force and effect.
10. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or exhibits hereto.

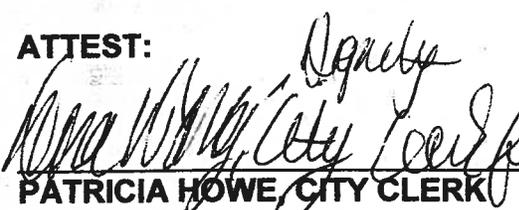
The signatures of the parties below indicate that each has read and understood the Agreement and will abide by the terms stated herein.

This Agreement has been executed by the parties on the dates noted below.

CITY OF REDWOOD CITY

By:  Dated: 12/17/07
ROSANNE FOUST, MAYOR

ATTEST:

 Dated: 12/17/07
PATRICIA HOWE, CITY CLERK

APPROVED AS TO FORM:

 Dated: 12/17/07
STAN T. YAMAMOTO, CITY ATTORNEY

 Dated: Nov. 25, 2007
SILVIA VONDERLINDEN, EMPLOYEE

FIRST AMENDMENT TO CITY CLERK EMPLOYMENT AGREEMENT

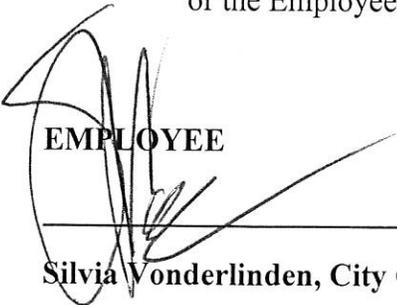
This FIRST AMENDMENT to the EMPLOYMENT AGREEMENT (dated December 17, 2007) between the City of Redwood City, a Charter City and Municipal Corporation of the State of California ("City") and Silvia Vonderlinden ("Employee") is entered into as of the 7th day of October, 2014.

WHEREAS, in conformance with its performance review and compensation program for its appointees, the City Council has evaluated salary survey data of comparable positions in benchmark cities, and wishes to adjust Employee's salary accordingly as well as acknowledge benefit concessions, and Employee's performance.

NOW THEREFORE, in consideration of the mutual covenants contained in the original Agreement and as provided herein, Section 2 of the Agreement is AMENDED to read as follows:

1. Employee shall receive a salary of \$10,535 effective the first day of the first pay period following July 1, 2014. The City Council will conduct a performance evaluation at least annually and may adjust Employee's annual salary based upon her performance. The City Council shall provide Employee with its written comments, if any, and may discuss its evaluation with her as determined by either the City Council or the Employee.

EMPLOYEE



Silvia Vonderlinden, City Clerk

Dated: 10/09/14

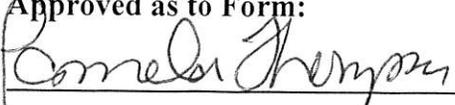
CITY OF REDWOOD CITY

By: 

Jeffrey Gee, Mayor

Dated: 10/09/14

Approved as to Form:



Pamela Thompson, City Attorney

Dated: 10/09/14

SECOND AMENDMENT TO CITY CLERK EMPLOYMENT AGREEMENT

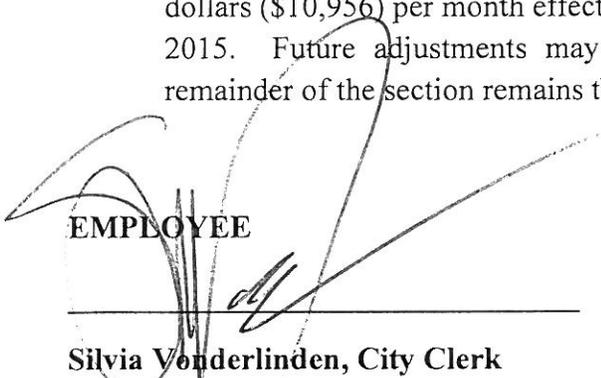
This SECOND AMENDMENT to the EMPLOYMENT AGREEMENT (dated December 17, 2007) between the City of Redwood City, a Charter City and Municipal Corporation of the State of California ("City") and Silvia Vonderlinden ("Employee") is entered into as of the 7th day of October, 2014.

WHEREAS, in conformance with its performance review and compensation program for its appointees, the City Council has evaluated salary survey data of comparable positions in benchmark cities, and wishes to adjust Employee's salary accordingly as well as acknowledge benefit concessions, and Employee's performance.

NOW THEREFORE, in consideration of the mutual covenants contained in the original Agreement and as provided herein, Section 2 of the Agreement is AMENDED to read as follows:

Section 2. Employee shall receive a salary of ten thousand five hundred and thirty-five dollars (\$10,956) per month effective the first day of the first pay period following July 1, 2015. Future adjustments may be made by the City Council by resolution. [The remainder of the section remains the same.]

EMPLOYEE



Dated: 06/25/15

Silvia Vonderlinden, City Clerk

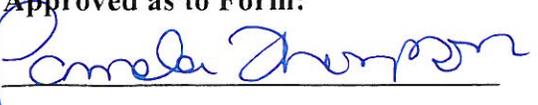
CITY OF REDWOOD CITY



Dated: 7/1/15

Jeffrey Gee, Mayor

Approved as to Form:



Dated: 7/6/15

Pamela Thompson, City Attorney

ORIGINAL

**THIRD AMENDMENT
TO
CITY CLERK'S EMPLOYMENT AGREEMENT**

This THIRD AMENDMENT to the EMPLOYMENT AGREEMENT (dated December 17, 2007) between the City of Redwood City, a Charter City and Municipal Corporation of the State of California ("City") is entered into as of the 1st day of January, 2015.

WHEREAS, in conformance with its performance review and compensation program for its appointees, the City Council has evaluated salary survey data of comparable positions in benchmark cities, and wishes to adjust Employee's salary accordingly as well as acknowledge benefit concessions, and Employee's performance.

NOW THEREFORE, in consideration of the mutual covenants contained in the original Agreement and as provided herein, Section 2 of the Agreement is AMENDED to read as follows:

Section 2. Employee shall receive a salary of twelve thousand one hundred and eighty dollars (\$12,180) per month effective the first day of the first pay period following January 1, 2015. Future adjustments may be made by the City Council by Resolution. [The remainder of this section remains unaltered.]

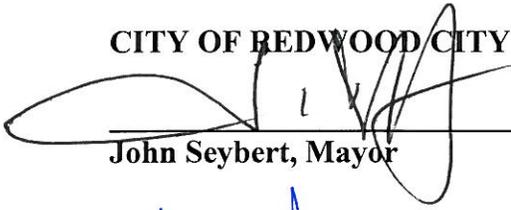
EMPLOYEE



Sylvia Vonderlinden, City Clerk

Dated: 05/27/16

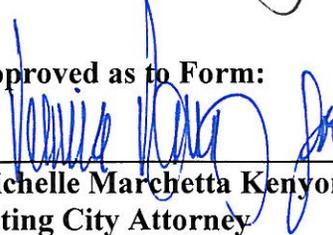
CITY OF REDWOOD CITY



John Seybert, Mayor

Dated: 6/11/16

Approved as to Form:



Michelle Marchetta Kenyon,
Acting City Attorney

Dated: 5/27/16