

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF CAMBRIDGE
AND
YI-AN HUANG**

THIS EMPLOYMENT AGREEMENT (hereinafter “this Agreement”), pursuant to Chapter 41, Section 108N of the Massachusetts General Laws, is made by and between the **CITY OF CAMBRIDGE** (hereinafter “the City”), acting by and through its City Council, with a principal place of business at 795 Massachusetts Ave., Cambridge, Massachusetts 02139, and **YI-AN HUANG** (hereinafter “Mr. Huang” or the “City Manager”).

WHEREAS, the City wishes to employ Mr. Huang as the City Manager effective September 6, 2022;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1 - EMPLOYMENT OF MR. HUANG

1.1 The City, pursuant to applicable provisions of the Massachusetts General Laws, Chapter 41, Section 108N, and the City Charter, hereby employs Mr. Huang as the City Manager for the City effective September 6, 2022 and Mr. Huang hereby accepts such employment under the terms and conditions of this Agreement and the City Charter.

1.2 Mr. Huang shall devote his full working time to his duties as the City Manager and shall not engage in any business activity during the terms of this Agreement except with the advance written consent of the City Council.

SECTION 2 - SERVICES

2.1 Mr. Huang will exercise the full authority and perform all the functions, duties and responsibilities of the City Manager as specified in Massachusetts General Laws Chapter 43, Sections 93 through 108 inclusive, and shall perform other legally permissible and proper duties and functions as the City Council may from time to time assign to him. The City acknowledges Mr. Huang as the Chief Executive of the City government.

2.2 The City Council may, from time to time and in consultation with Mr. Huang, establish policies, subject to the City Charter, and the City Manager shall carry out those legislative policies in accordance with the City Charter. The failure by the City Council to establish any specific policies shall in no way and to no extent relieve Mr. Huang from any of his obligations pursuant to Section 2.1, above.

2.3 The City Council and/or a subcommittee of the City Council shall review and evaluate the performance of the City Manager at one or more meetings each contract year. Said review and evaluation shall be done in open session in accordance with Massachusetts General Laws Chapter 30A, Sections 18-25 (the “Open Meeting Law”). The parties shall agree on the structure and timing of such performance evaluations within ninety (90) days of Mr. Huang’s start date.

SECTION 3 - TERM

3.1 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Mr. Huang and this Agreement at any time subject to the provisions of Section 5 of this Agreement.

3.2 Subject to the provisions of this Agreement, Mr. Huang shall be employed as the City Manager for the City commencing September 6, 2022 and ending on September 5, 2025.

3.3 Mr. Huang shall undertake his duties promptly upon the commencement of this Agreement and shall diligently and faithfully perform those duties in a professional manner.

3.4 The City shall provide written notice to Mr. Huang on or before January 15, 2025 as to whether or not it intends to continue his employment beyond September 5, 2025, and, if the City intends to renew his employment, initiate negotiations for a successor employment contract, which contract, if agreed to, shall become effective September 6, 2025. Absent agreement on a successor employment contract, this Agreement shall terminate on September 5, 2025.

SECTION 4 - COMPENSATION AND BENEFITS

4.1 The City shall pay Mr. Huang a salary in accordance with the following:

	<u>Contract Year</u>	<u>Salary</u>
1 st Contract Year	September 6, 2022-September 5, 2023	\$300,000
2 nd Contract Year	September 6, 2023-September 5, 2024	\$309,000
3 rd Contract Year	September 6, 2024-September 5, 2025	\$318,000

In the event that Mr. Huang works for less than a full contract year, in accordance with this Agreement and the City Charter, his salary shall be prorated for the portion of the contract year actually worked. The City Manager’s salary shall be subject to withholdings and deductions in accordance with applicable federal and state laws. The City Manager’s per diem rate shall be calculated by dividing the salary for the contract year by 261.

4.2 The City Manager acknowledges that he is an exempt employee under the federal Fair Labor Standards Act (“FLSA”) and Massachusetts overtime provisions, including provisions providing for compensatory time in lieu of overtime pay, and that he is not entitled to

any overtime pay or compensatory time pursuant to the FLSA, provisions in the Massachusetts General Laws, or provisions in City ordinances, except for compensatory time provided for under this Agreement.

4.3 General Benefits

The City Manager shall be entitled to the following benefits and leave not otherwise covered by this Agreement, as such benefits and leave are generally available to other non-union managerial personnel employed by the City and on the same terms, conditions, and limitations as such benefits are generally available as a matter of uniform City policy to all other non-union managerial personnel employed by the City, but excluding any benefits which are provided only as a matter of individual employment contract with other employees:

Health insurance	Employee Assistant Program (EAP)	Personal Days
Dental insurance	Flexible Spending Account Plans	Bereavement Leave
Vision insurance	Deferred Compensation	Jury Duty
Long Term Disability Protection Insurance	Development and Learning	Parental Leave
Life insurance	Annual Management Allowance	
MBTA Transit pass	Holidays	

The City Manager acknowledges and agrees that the above benefits and leave may be changed from time to time by the City.

4.4 Vacation Time

The City Manager shall be entitled to twenty-five (25) working days of vacation per contract year, exclusive of legal holidays. Such vacation shall be earned at the rate of 2.0833 days per month worked. The City Manager may borrow against future accruals within the same contract year. The City Manager may carry over up to and including five (5) days of accrued unused vacation time from one contract year to the subsequent contract year, but in no event shall the City Manager have more than twenty-five accrued unused vacation days in any contract year. Upon separation from employment, the City shall pay Mr. Huang for all accrued unused vacation time remaining at the time of such separation at Mr. Huang's then per diem rate. The City Manager shall not use more than two (2) consecutive weeks (10 consecutive days) of vacation time without the prior written or email approval of the Mayor.

4.5 Sick Leave

The City Manager shall be entitled to fifteen (15) days sick leave awarded at the beginning of each contract year to cover the City Manager's absences for personal injury or

illness. Such sick leave days, not to exceed fifteen (15) in the first contract year and not to exceed twenty (20) in each of the following contract years, may be used to care for the City Manager's spouse, child/children, or parents with a serious health condition. Unused sick leave shall accumulate from year to year up to a maximum of one hundred (100) days. Unused sick leave is not paid out upon separation from employment.

4.6 Transportation

The City Manager shall be provided with the use of a City owned or leased electric automobile for the City Manager's use in the performance of his work for the City and reasonable personal use with the Commonwealth of Massachusetts. Insurance, maintenance and repairs in connection with the operation of said automobile shall be paid by the City. The City shall provide charging infrastructure for the automobile. Upon termination of this Agreement and the City Manager's employment with the City, he shall return the automobile to the City.

4.7 Cellular Phone and Equipment

The City Manager shall be provided with a cellular phone, tablet, lap top and other necessary devices to be used in accordance with his duties for the City. It is understood that some moderate personal use will be permitted in recognition of the City Manager's work schedule. Upon termination of this Agreement and the City Manager's employment with the City, he shall return the cellular phone and all City equipment to the City.

4.8 Non FLSA Compensatory Time

The City Manager acknowledges that he is frequently required or called upon to perform work outside of the normal office hours of the City and he commits to performing such work. The City Council recognizes that the City Manager's hours require that he devote a great deal of time outside of the normal office hours of the City and the City shall permit the City Manager to earn and take up to ten (10) days of non-FLSA compensatory time off per year. Compensatory time does not carry over from one contract year to a subsequent contract year and there is no payout of unused compensatory time upon separation from employment. The City Manager shall not use more than two (2) consecutive weeks (10 consecutive days) of compensatory time and/or any combination of compensatory time and vacation time without the prior written or email approval of the Mayor.

4.9 Professional Growth and Mentor/Coach

(A) The City Manager may attend seminars, trainings, and other activities which have a demonstrable relationship to the improvement of the professional skills of the City Manager. The City will pay the reasonable and necessary costs associated with the registration and travel for the City Manager to attend the Massachusetts Municipal Association (MMA) and the Massachusetts Municipal Management Association (MMMA) Annual Conferences, the

International City/County Management Association (ICMA) and the National League of Cities (“NLC”) annual meetings, and the monthly meetings of the Massachusetts Municipal Managers Association and the Massachusetts Municipal Association. The City shall pay for memberships in professional organizations such as the MMA, MMMA, and the ICMA. The City Manager may also participate in the leadership courses and seminars at local colleges and universities. Payment under this Section 4.9 shall not exceed a maximum of ten thousand dollars (\$10,000) in the aggregate per contract year.

(B) As part of his professional development activities, the City Manager, with the advance approval of the City Council, may engage a mentor or coach to assist the City Manager in his development as a City Manager. Such approval by the City Council will not be unreasonably withheld. The City will pay the reasonable cost of such approved coach or mentor. The cost of such coach or mentor shall not be subject to the limitation in Section 4.9(A).

4.10 Transition Work

The City Council agrees to pay Mr. Huang at the rate of one hundred fifty dollars (\$150) per hour for up to and including fifteen (15) days of transition work to meet with the City Council and/or City department heads. Such transition work shall occur in the months of July 2022 and/or August 2022 and will be scheduled at times mutually convenient for Mr. Huang and the City Council or the City department heads as the case may be. Such transition work may occur in two (2) hour or greater increments and is not required to be in full day increments but shall not exceed one hundred twenty (120) hours in the aggregate. To facilitate prompt payment, Mr. Huang shall submit a log of the transition work time that he has completed to the City’s Personnel Director each week.

SECTION 5 – REMOVAL, TERMINATION AND SUSPENSION

5.1 Mr. Huang may terminate this Agreement and his employment with the City at any time by giving the Mayor and City Council written notice at least four (4) months prior to the effective date of termination. With the exception of payment for earned salary and accrued unused vacation and other vested benefits, if any, Mr. Huang shall not be entitled to receive any other compensation or benefits after the date of termination under this Section 5.1. Mr. Huang may request and/or the City Council may require Mr. Huang to use some or all of Mr. Huang’s accrued vacation time prior to the date for termination.

5.2 Subject to the ADA and other applicable statutes, ordinances and laws, Mr. Huang may be suspended and/or removed as the City Manager, and this Agreement terminated, due to the City Manager’s death or for “incapacity” by a majority vote of the City Council. For the purposes of this Section 5.2, the term “Incapacity” shall mean Mr. Huang’s inability to perform the essential functions of his position with or without reasonable accommodations for a period of ninety (90) consecutive days or one hundred twenty (120) days (whether or not consecutive) in any one (1) year period. With the exception of payment for earned salary and

accrued unused vacation, and other vested benefits, if any, Mr. Huang shall not be entitled to receive any other compensation or benefits after the date of termination under this Section 5.2.

5.3 Mr. Huang may be suspended and/or removed as the City Manager, and this Agreement terminated for "Cause," by a majority vote of the City Council. For the purposes of this Agreement, the term "Cause" shall mean the City Manager's: (a) serious conduct unbecoming a City Manager, (b) conviction of a felony; (c) repeated inefficiency or incompetency in the performance of his duties as City Manager, (d) material breach of the terms of this Agreement, (e) commission of fraud, misrepresentation, or embezzlement in connection with his employment by the City or unrelated to his employment with the City which has a negative impact on his reputation and/or his ability to do his job effectively for the City, (f) gross negligence or willful misconduct in the performance of his duties, or (g) any ground put forth by the City Council that is not arbitrary, irrational, unreasonable or irrelevant to the task of building and maintaining efficient city operations. Notwithstanding the foregoing, "Cause" shall not exist under clauses (c), (d), or (g) of this Section 5.3 until and unless the City Manager fails to cure such ground within thirty (30) calendar days of his receipt of written notice from the City Council stating its intention to terminate the employment of the City Manager. The City Council shall provide Mr. Huang with written notice of its intent to terminate his employment and this Agreement and such notice will specify in reasonable detail the grounds for such termination. Any termination pursuant to this Section 5.3 shall be in accordance with the notice and other requirements in Massachusetts General Laws chapter 30A, Section 21(a)(1). With the exception of payment for earned salary and accrued unused vacation, and other vested benefits, if any, Mr. Huang shall not be entitled to receive any other compensation or benefits after the date of termination under this Section 5.3.

5.4 Mr. Huang may be removed as City Manager, and this Agreement terminated at any time for any reason by majority vote of the City Council. If such termination is not for "Cause" pursuant to Section 5.3 or death or incapacity pursuant to Section 5.2 of this Agreement, the City shall pay him an early termination payment in a lump sum minus withholdings required by law or authorized by Mr. Huang in the gross amount of six (6) months' salary for the Contract Year in which the termination occurs unless at the time of termination the remaining term of this Agreement is less than six (6) months, in which case Mr. Huang shall be paid a lump sum equivalent to the remainder of his salary under this Agreement. The gross early termination payment is calculated by applying Mr. Huang's annual salary in Section 4.1 that is in effect for the Contract Year in which the early termination occurs and pro-rating such annual salary for the lesser of six (6) months or the number of remaining months of this Agreement.

SECTION 6 - INDEMNIFICATION

6.1 To the fullest extent permitted by law, the City shall (1) defend, save harmless and indemnify the City Manager 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 his duties as City Manager, even if said claim has been made following his termination from employment, provided that the City Manager acted within the scope of his duties, and (2) shall pay the amount of any settlement or judgment rendered thereon. The City may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the City Manager.

The City shall reimburse the City Manager for any attorneys' fees and costs incurred by the City Manager in connection with such claims or suits involving the City Manager in his professional capacity in the event that the City declines to provide an attorney for the City Manager.

Indemnification of Mr. Huang shall not apply to any proceeding to suspend him or terminate his employment as the City Manager pursuant to statute or this Agreement. Mr. Huang agrees to cooperate fully with the City and the City's attorney in any claim, suit, or matter in which the City is indemnifying Mr. Huang.

This Section 6 shall survive the termination of this Agreement.

SECTION 7 - GENERAL PROVISIONS

7.1 This Agreement constitutes the entire agreement between the City and Mr. Huang regarding the subject matter hereof and may be changed (amended, modified, or terms waived) only if mutually agreed to by the parties and set forth in a writing approved by majority vote of the City Council and signed by the Mayor and by Mr. Huang, subject to the City Charter.

7.2 Any notices pursuant to this Agreement shall be directed to Mr. Huang at his residence as identified in the City's personnel records for Mr. Huang and made by in-hand delivery or by certified mail, return receipt requested. Any such notices shall be directed to the City and made by certified mail return receipt requested to the office of the Mayor.

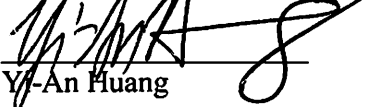
7.3 This Agreement is governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the City Charter.

7.4 Unless the parties expressly agree in writing to extend or renew the employment relationship between the City and Mr. Huang subject to the City Charter, such employment relationship between the City and Mr. Huang shall terminate on September 5, 2025.

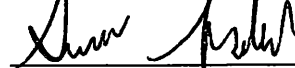
7.5 If any portion or provision of this Agreement is held unconstitutional, invalid, or unenforceable by any court of competent jurisdiction, the remainder of the Agreement will be considered severable, will not be affected, and will remain in full force and effect. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.


In witness whereof, the City Council of the City of Cambridge has voted that this agreement be entered into as duly attested by its City Clerk and Mr. Huang has signed and executes this Agreement this ____ day of July 2022.

CITY MANAGER

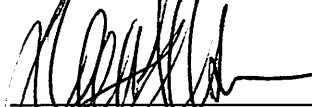

Yi-An Huang

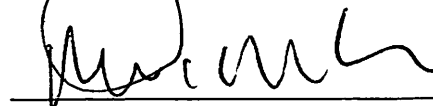
CITY OF CAMBRIDGE

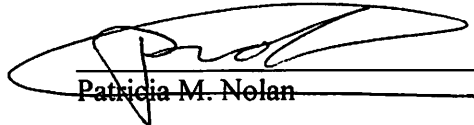

Sumbul Siddiqui, Mayor


Alanna M. Mallon, Vice Mayor


Burhan Azeem


Dennis J. Carlone


Marc C. McGovern


Patricia M. Nolan

E. Denise Simmons

Paul F. Toner


Quinton Y. Zondervan


Paula Crane, Acting City Clerk

Approved as to Legal Form

Nancy E. Glowa, City Solicitor