

**RESOLUTION 21-26**

**APPROVING EMPLOYMENT AGREEMENT FOR RENT STABILIZATION BOARD  
EXECUTIVE DIRECTOR WITH DESEANA L. WILLIAMS**

**BE IT RESOLVED** by the Rent Stabilization Board of the City of Berkeley (“Board”) as follows:

**WHEREAS**, the Board is authorized under Section 123(2) of Article XVII of the Charter of the City of Berkeley to employ staff as necessary to perform its functions; and

**WHEREAS**, the Board desires to appoint an Executive Director to fill the current vacancy in that position; and

**WHEREAS**, the Executive Director shall serve as the chief administrator for the Board and is charged with the responsibility of protecting the interests of the Board and its employees as provided for under California law and Article XVII of the Charter of the City of Berkeley; and

**WHEREAS**, DeSeana L. Williams was selected following a competitive process that included a nationwide recruitment of candidates for the position and after interviewing first with selected members of the staff and then with members of the elected Board; and

**WHEREAS**, based upon Ms. Williams’ background, qualifications, experience and expertise, Ms. Williams is qualified to serve as Executive Director of the Board; and the Board desires to appoint DeSeana L. Williams as its Executive Director

**NOW, THEREFORE, BE IT RESOLVED** that the City of Berkeley Rent Stabilization Board hereby authorizes the Board Chair to execute an employment agreement with DeSeana L. Williams in the form attached hereto as Exhibit “A”.

Dated: October 21, 2021

Adopted by the Rent Stabilization Board of the City of Berkeley by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

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Leah Simon-Weisberg, Chair  
Rent Stabilization Board

Attest: \_\_\_\_\_

Board Secretary

**EMPLOYMENT AGREEMENT**

Executive Director

This Employment Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of October, 2021, by and between the **Rent Stabilization Board of the City of Berkeley** (the "Board") and **DeSeana L. Williams** ("Employee") for services to be performed by Employee in the position of Executive Director. Board and Employee are collectively hereinafter referred to as "Parties."

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **Term.** The Board hereby employs Employee as Executive Director of the Board and Employee hereby accepts employment for a period of three (3) years commencing on November 8, 2021 and ending on November 8, 2024, subject to the limitations of this Agreement.
2. **Duties.** Employee shall serve as Executive Director of the Board and shall carry out her duties in a manner consistent with the City of Berkeley Charter, Ordinances of the City of Berkeley, and applicable law. The Executive Director shall further the purposes and goals of the Rent Stabilization and Eviction for Good Cause Ordinance of the City of Berkeley ("Ordinance") and shall be responsible to the Board for the implementation of Board policy and for efficient and effective administration of all Board affairs. The Executive Director shall have the following powers and duties:
  - a. To ensure that the Ordinance, regulations, resolutions and directives of the Board are implemented and enforced.
  - b. To appoint, discipline or remove all employees of the Board, except for General Counsel to the Board, subject to the Civil Services provisions of the City of Berkeley Charter and Ordinances. Neither the Board nor any of its committees or members shall dictate or attempt to dictate, either directly or indirectly, the appointment of any specific person to office or employment by the Executive Director. Unless modified by specific agreement between the Board Chair and the Executive Director, the Board and its members shall deal with the Board staff through the Executive Director, except when Board members request information available to any other member of the public, or as designated by the Executive Director.
  - c. To develop and direct the policies and procedures for program implementation of the goals and objectives of the Board.
  - d. To attend all regular meetings of the Board and its committees, or assign an appropriate designee to attend, with the right to take part in discussions, but without the power to vote.
  - e. To recommend to the Board for adoption such measures and resolutions as may be deemed necessary.
  - f. To make investigations into the affairs of the Board, or any functional unit thereof.
  - g. To prepare and submit to the Board for its consideration and approval the proposed annual budget.
  - h. To keep the Board fully apprised of the financial condition and needs of the Board.

- i. To designate another employee of the Board as Acting Executive Director during planned periods of absence.
  - j. To perform such other duties as may be prescribed by law or required by resolution or motion of the Board.
  - k. Represent the Board in furtherance of the Ordinance and duties listed in this Agreement guided primarily by previous Board decisions.
  - l. The Employee shall devote productive time, ability and attention necessary to fulfill the duties of Executive Director Employee shall not render any compensated services of a business, commercial or professional nature to any other person or organization during the term of this Agreement without prior written consent of the Board.
3. **Compensation and Benefits.** For services rendered pursuant to this Agreement the Board shall pay Employee an annual base salary of Two Hundred Thousand Three Hundred Sixty-Six Dollars and Forty Cents (\$200,366.40). Said salary shall be paid on the dates and in the manner consistent with the payroll procedures of the City of Berkeley. Except as otherwise provided in this Agreement, Employee shall receive such employee benefits, for example, pension and vacation benefits, as are payable to that class of City of Berkeley employees designated Department Director in Unit Z1. Employee shall receive any cost-of-living adjustments awarded to the Department Director classification to the extent such increases do not exceed cost-of-living as defined in Government Code Section 3511.1. Nothing herein prevents the Board from otherwise adjusting the annual base salary of Employee at such times and to such extent as the Board may determine.
4. **Annual Goals.** Employee shall develop an annual statement of goals and objectives and a progress report for the Board and shall present such goals at a regularly called meeting of the Board to be selected each year by the Executive Director.
5. **Annual Performance Evaluation.** Employee shall receive a six (6) month performance evaluation where the Board will consider a salary increase up to five percent (5%). A one-year performance evaluation will be conducted by the Board where the Board will consider another salary increase up to five percent (5%). Thereafter, annually, prior to the anniversary date of the commencement of this Agreement, the Board and Employee shall meet to evaluate the performance of Employee. The Board may, in its sole discretion, use any professional assistance in establishing standards for performance assessment. Nothing in this section shall be construed to require Board to grant Employee any pay increases based on the performance standards, if any, mentioned above nor to limit in any manner the discretion of Board to grant or not grant pay increases. Nor shall anything in this Agreement be interpreted to require Board to evaluate Employee solely upon the performance standards, nor to limit the discretion of the Board to evaluate Employee as it deems necessary in the sole discretion of the Board.
6. **Termination and Severance.**
  - a. Due to the duties of the position and nature of the services provided by Employee to Board, the Employee serves at-will at the pleasure of the Board, and nothing herein shall

prevent, limit, or otherwise interfere with the right of the Board to terminate Employee with or without cause. Employee shall have no right to a termination hearing.

- b. If Employee is terminated by the Board while the Employee is still willing and able to perform the duties of Executive Director, the Board agrees to pay Employee a lump sum payment as follows: three (3) month's salary if terminated within the first six (6) months of commencement of employment; six (6) month's salary if terminated after six (6) months and through one year of employment; twelve (12) month's salary if terminated after one year of employment . For termination arising after the two-year anniversary of commencement of employment under this Agreement, Employee shall receive severance in the amount of the number of months remaining on the term of this Agreement at the time of termination of employment. Any severance payment made by the Board pursuant to this section, shall release the Board from any further obligations under this Agreement. Contemporaneously with the payment of severance under this section, the Employee shall execute and deliver to Board a release releasing the Board and the City of Berkeley from liability for all claims that the Employee may have against the Board or the City, except those claims prohibited from such release under either California or Federal law.
- c. Notwithstanding section 5(b) above, the Board shall not be obligated to pay, and shall not pay any amounts under section 5(b) to Employee if Employee is terminated because of:
  - i. The conviction of felony or misdemeanor or plea of nolo contendere to a crime,
  - ii. the conviction of any felony or misdemeanor involving moral turpitude,
  - iii. the willful or persistent material breach of duties or inattention to duties,
  - iv. a violation of statute or law constituting misconduct in office, or
  - v. willful misconduct.

Further, Board shall not be obligated to pay Employee any severance amount under section 5(b) if Employee voluntarily retires or resigns in writing prior to termination. In the event Employee voluntarily retires or resigns, Employee shall provide advance written notice to the Board of at least one (1) month.

- d. This Agreement shall be immediately terminated upon Employee's death or legal incapacity by operation of Labor Code section 2920.
7. **Indemnification and Defense**. Board shall indemnify, defend, and hold Employee harmless from and against all demands, claims, suits, actions, and legal proceedings brought against Employee and arising out of events within the scope of Employee's employment and performance of professional duties as Executive Director, except to the extent that Employee's actions are the result of gross negligence or willful misconduct. Employee shall cooperate in good faith with the Board with respect to defense of such claims, demands, or legal actions.

8. **Abuse of Office.** Any salary provided Employee pending an investigation shall be fully reimbursed if the Employee is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243 and 53243.4. Any funds for the legal criminal defense of the Employee provided by the Board shall be fully reimbursed to the Board if the Employee is convicted of an abuse of her office or position, as set forth in Government Code sections 53243.1 and 53243.4. Further, regardless of the term of this Agreement, if this Agreement is terminated, any cash settlement or severance related to the termination that the Employee receives from the Board shall be fully reimbursed to the Board if the Employee is convicted of a crime involving an abuse of her office or position, as set forth in Government Code sections 53243.2 and 53243.4.
9. **Severability.** In the event that any term of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Board and Employee, the remainder of this Agreement shall remain in full force and effect unless the term or terms held to be illegal or void are wholly inseparable from the remaining provisions of the Agreement.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
11. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
12. **Entire Agreement.** This Agreement is the entire agreement between the parties regarding Board's employment of Employee and supersedes all prior oral or written understandings. This Agreement cannot be modified except by a written amendment signed by both Parties.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement which shall be effective upon the commencement date specified in Section 1 herein.

**RENT STABILIZATION BOARD OF THE CITY OF BERKELEY**

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Leah Simon-Weisberg, Chair

**EMPLOYEE**

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DeSeana L. Williams