RESOLUTION NO. 2022-79

A RESOLUTION OF THE ALBANY CITY COUNCIL APPROVING AMENDMENT NO. 3 TO THE EMPLOYMENT AGREEMENT FOR CITY MANAGER SERVICES

WHEREAS, on January 22, 2018 the City Council adopted Resolution No. 2018-20 approving an employment agreement with Nicole Almaguer for City Manager Services ("Agreement"); and

WHEREAS, on October 21, 2019 the City Council adopted Resolution No. 2019-88 approving Amendment No. 1 to the Agreement.

WHEREAS, on December 7, 2020 the City Council adopted Resolution No. 2020-119 approving Amendment No. 2 to the Agreement.

WHEREAS, in accordance with the terms of the Agreement, the City Council conducted an annual performance review of the City Manager on May 23, 2022; and

WHEREAS, the City Council desires to further amend the Agreement to increase the City Manager's salary by ten percent (10%) in total effective July 1, 2022, and to provide for six (6) months' worth of severance payment for removal without cause.

NOW, THEREFORE, BE IT RESOLVED, that the Albany City Council hereby approves Amendment No. 3 to the Employment Agreement for City Manager Services provided as Exhibit A to this Resolution.

PRESTON JORDAN, MAYOR

Attachment:

EXHIBIT A – Amendment No. 3 to the Employment Agreement for City Manager Services

EXHIBIT A: Amendment No. 3 to the Employment Agreement for City Manager Services

AMENDMENT NO. 3 TO EMPLOYMENT AGREEMENT FOR CITY MANAGER SERVICES

THIS AMENDMENT NO. 3 ("Amendment No. 3") to the Employment Agreement for City Manager Services ("Agreement") is entered into effective June 21, 2022 by and between the City Council of the City of Albany, a California municipal corporation organized as a charter city ("Employer") and Nicole Almaguer ("Employee").

WHEREAS, on January 22, 2018 the City Council adopted Resolution No. 2018-20 approving the Agreement; and

WHEREAS, on October 21, 2019 the City Council adopted Resolution No. 201988 approving Amendment No. 1 to the Agreement; and

WHEREAS, on December 7, 2020 the City Council adopted Resolution No. 2020-119 approving Amendment No. 2 to the Agreement.

WHEREAS, in accordance with the terms of the Agreement, the City Council conducted an annual performance review of the City Manager on May 23, 2022; and; and

WHEREAS, the City Council desires to further amend the Agreement to provide for a ten percent (10%) total increase in the City Manager's salary effective July 1, 2022, and six (6) months' worth of severance payment for removal without cause.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Amendment No. 3, the parties agree as follows:

A. <u>Amendment No. 3 to Agreement.</u> This Amendment No. 3 makes certain specific changes to the Agreement. Except for the provisions expressly modified in this Amendment No. 3, the remaining terms and conditions of the Agreement as otherwise amended remain in full force and effect.

B. <u>Amendment to Section 3.</u> Section 3: COMPENSATION is amended in full to read as follows:

"SECTION 3: COMPENSATION

Employer agrees to pay Employee for her services rendered pursuant hereto an annual base salary of two hundred twenty-three thousand eight hundred twenty-eight dollars (\$223,828), payable in installments at the same time as other employees of the Employer are paid. Employee shall receive an additional five percent (5%) of the base salary as longevity pay, as provided to other management employees who have served ten (10) or more years with the City, bringing her total annual salary to two hundred thirty-five thousand and twenty dollars (\$235,020). Employee shall automatically receive any cost of living increases the management employees may be granted by the Employer during the term of this Agreement. The annual base salary may be further increased by the Employer from time to time by written amendment of this Agreement. The current salary shall be accurately reflected in the Employer's Salary Schedule."

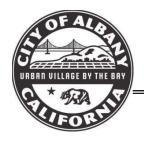
C. <u>Amendment to Section 4.</u> A new subsection D. is hereby added to Section 5: TERMINATION, to read as follows:

"SECTION 5: TERMINATION

• • •

D. If Employer terminates this Agreement without cause, the Employer agrees to give Employee an additional ninety (90) days severance payment in addition to the ninety (90) days severance payment articulated in Section 5.A. above for a total of six (6) months' severance payment."

"
IN WITNESS WHEREOF, the parties have executed this Amendment No. 3
as of the day and year written above.
CITY OF ALBANY EMPLOYEE
By: Viete Jack By: Nich Alg
By: NICOLE ALMAGUER, CITY MANAGER
APPROVED AS TO FORM:
· h O
By:
MALA SUBRAMANIAN, CITY ATTORNEY
ATTEST:
By:ANNE HSU, CITY CLERK
Date:



City of Albany

1000 San Pablo Avenue • Albany, California 94706 (510) 528-5710 • www.albanyca.org

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PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF ALBANY,

The 5th day of July, 2022, by the following votes:

AYES: Council Members McQuaid, Nason, Tiedemann and Mayor Jordan

NOES: Gary

ABSENT: none

ABSTAINED: none

RECUSED: none

WITNESS MY HAND AND THE SEAL OF THE CITY OF ALBANY, this 6th

day of July, 2022.

Anne Hsu

CITY CLERK