

**CITY OF ALBANY
CITY COUNCIL AGENDA
STAFF REPORT**

Agenda Date: September 6, 2022

SUBJECT: Restated Amendment No. 3 to the Employment Agreement for City Manager Services

REPORT BY: Mala Subramanian, City Attorney

SUMMARY

This report details the proposed Restated Amendment No. 3 to the Employment Agreement for City Manager Services.

STAFF RECOMMENDATION

That the Council adopt Resolution No. 2022-98 approving Restated Amendment No. 3 to the Employment Agreement for City Manager Services.

BACKGROUND/DISCUSSION

On January 22, 2018 the City Council adopted Resolution No. 2018-20 approving an employment agreement with Nicole Almaguer for City Manager Services (“Agreement”). On October 21, 2019 the City Council adopted Resolution No. 2019-88 approving Amendment No. 1 to the Agreement to increase the compensation. On December 7, 2020 the City Council adopted Resolution 2020-119 approving Amendment No. 2 to the Agreement to provide for additional administrative leave.

In accordance with the terms of the Agreement, the City Council conducted an annual performance review of the City Manager on June 21, 2022 and requested a third amendment to the Agreement to increase the City Manager’s base salary by 10% effective July 1, 2022, and to provide for 6 months’ worth of severance payment for removal without cause.

On July 5, 2022, the City Council adopted Resolution No. 2022-79 to execute Amendment No. 3 to the Employment Agreement for the City Manager, effective July 1, 2022 to provide for a 10% increase in base salary, and Section 5.D. to provide for 6 months’ severance pay upon removal without cause.

Prior to July 1, 2022, the City Manager received the following: base salary of \$213,655, longevity pay (equivalent of 5% of base salary), and incentive pay (equivalent of 2 ½% of base salary and longevity pay) as compensation as previously approved by the Council in the Management and Confidential Employees Benefits Booklet. Longevity pay and incentive pay are provided to the City Manager to provide parity with what is also provided to management employees. Amendment No. 3 was adopted in part to increase the City Manager’s base salary by 10%. Unfortunately, Amendment No. 3 did not use the most current base salary and does not result in the intended 10% increase to base salary.

As detailed in the attached Restated Amendment No. 3 to the Employment Agreement for City Manager Services and below, Section 3 has been updated to provide for the correct base salary, which is the base salary prior to July 1, 2022 with a 10% increase, clarifies longevity and incentive pay, with no changes to what was previously approved to Section 5.D. which provide for 6 months' severance pay upon removal without cause. The redline revisions to Section 3 from what was previously approved is shown below.

“SECTION 3: COMPENSATION

Employer agrees to pay Employee for her services rendered pursuant hereto an annual base salary of two hundred ~~thirty-five thousand twenty-one dollars~~ ~~twenty three thousand two hundred sixty nine dollars~~ (~~\$235,021~~~~223,269~~), ~~payable in installments at the same time as other employees of the Employer are paid.~~ Employee shall also receive the following from the Management and Confidential Employees Benefits Booklet as approved by the City Council as it may be amended from time to time: an additional five percent (5%) of the base salary as longevity pay, ~~as provided to other management employees who have served for~~ serving ten (10) or more years with the City and an additional two point five percent (2.5%) of base salary plus longevity pay, as incentive pay, as provided to other management employees ~~bringing her total annual salary to two thirty five thousand and twenty dollars (\$235,020).~~ Employee shall automatically receive any cost of living increases to base salary 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. Employee shall receive compensation payable in installments at the same time as other employees of the Employer are paid.”

Attachments

1. Resolution No. 2022-98
2. Amendment No. 3 to the Employment Agreement for City Manager Services
3. Resolution No. 2020-119 with Amendment No. 2 to the Employment Agreement for City Manager Services
4. Resolution No. 2019-88 with Amendment No. 1 to the Employment Agreement for City Manager Services
5. Resolution No. 2018-20 with the Employment Agreement

1 **RESOLUTION NO. 2022-98**

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

5 **WHEREAS**, on January 22, 2018 the City Council adopted Resolution No. 2018-20
6 approving an employment agreement with Nicole Almaguer for City Manager Services
7 (“Agreement”); and
8

9 **WHEREAS**, on October 21, 2019 the City Council adopted Resolution No. 2019-88
10 approving Amendment No. 1 to the Agreement; and
11

12 **WHEREAS**, on December 7, 2020 the City Council adopted Resolution No. 2020-
13 119 approving Amendment No. 2 to the Agreement; and
14

15 **WHEREAS**, in accordance with the terms of the Agreement, the City Council
16 conducted an annual performance review of the City Manager on June 21, 2022; and
17

18 **WHEREAS**, on July 5, 2022, the City Council adopted Resolution No. 2022-79
19 approving Amendment No. 3 to the Agreement to further amend the Agreement to increase
20 the City Manager’s base salary by ten percent (10%) effective July 1, 2022, and to provide
21 for six (6) months’ worth of severance payment for removal without cause; and
22

23 **WHEREAS**, Amendment No. 3 did not reflect the accurate salary and compensation
24 of the City Manager and therefore, the City Council desires to adopt a Restated Amendment
25 No. 3 to the Agreement to correct and accurately reflect the City Manager’s compensation.
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NOW, THEREFORE, BE IT RESOLVED, that the Albany City Council hereby approves Restated Amendment No. 3 to the Employment Agreement for City Manager Services provided as Exhibit A to this Resolution.

PRESTON JORDAN, MAYOR

Attachment:

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

1 **RESTATED AMENDMENT NO. 3 TO EMPLOYMENT AGREEMENT**
2 **FOR CITY MANAGER SERVICES**

3
4 **THIS RESTATED AMENDMENT NO. 3** (“Amendment No. 3”) to the
5 Employment Agreement for City Manager Services (“Agreement”) is entered into effective
6 July 1, 2022 by and between the City Council of the City of Albany, a California municipal
7 corporation organized as a charter city (“Employer”) and Nicole Almaguer (“Employee”).
8

9 **WHEREAS**, on January 22, 2018 the City Council adopted Resolution No. 2018-20
10 approving the Agreement; and
11

12 **WHEREAS**, on October 21, 2019 the City Council adopted Resolution No. 2019-88
13 approving Amendment No. 1 to the Agreement; and
14

15 **WHEREAS**, on December 7, 2020 the City Council adopted Resolution 2020-119
16 approving Amendment No. 2 to the Agreement; and
17

18 **WHEREAS**, in accordance with the terms of the Agreement, the City Council
19 conducted an annual performance review of the City Manager on June 21, 2022; and;
20

21 **WHEREAS**, on July 5, 2022, the City Council adopted Resolution 2022-79
22 approving Amendment No. 3 to the Agreement to further amend the Agreement to increase
23 the City Manager’s base salary by ten percent (10%) effective July 1, 2022, and to provide
24 for six (6) months’ worth of severance payment for removal without cause; and
25

26 **WHEREAS**, Amendment No. 3 did not reflect the accurate salary and compensation
27 of the City Manager and the City Council desires to adopt an Restated Amendment No. 3 to
28 the Agreement to correct and accurately reflect the City Manager’s compensation.
29

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

1 **A. Restated Amendment No. 3 to Agreement.** This Restated Amendment No. 3
2 makes certain specific changes to the Agreement. Except for the provisions expressly
3 modified in this Restated Amendment No. 3, the remaining terms and conditions of
4 the Agreement as otherwise amended remain in full force and effect.
5

6 **B. Amendment to Section 3.** Section 3: COMPENSATION is amended in full to
7 read as follows:
8

9 **“SECTION 3: COMPENSATION**

10 Employer agrees to pay Employee for her services rendered pursuant hereto an
11 annual base salary of two hundred thirty-five thousand twenty-one dollars (\$235,021).
12 Employee shall also receive the following from the Management and Confidential
13 Employees Benefits Booklet as approved by the City Council as it may be amended from
14 time to time: an additional five percent (5%) of the base salary as longevity pay for serving
15 ten (10) or more years with the City and as additional two point five percent (2.5%) of base
16 salary plus longevity pay as incentive pay, as provided to other management employees.
17 Employee shall automatically receive any cost of living increases to base salary the
18 management employees may be granted by the Employer during the term of this
19 Agreement. The annual base salary may be further increased by the Employer from time to
20 time by written amendment of this Agreement. The current salary shall be accurately
21 reflected in the Employer’s Salary Schedule. Employee shall receive compensation payable
22 in installments at the same time as other employees of the Employer are paid.”
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24 **C. Amendment to Section 4.** A new subsection D. is hereby added to Section 5:
25 TERMINATION, to read as follows:
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“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: _____
PRESTON JORDAN, MAYOR

By: _____
NICOLE ALMAGUER, CITY MANAGER

APPROVED AS TO FORM:

By: _____
MALA SUBRAMANIAN, CITY ATTORNEY

ATTEST:

By: _____
ANNE HSU, CITY CLERK

Date: _____

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RESOLUTION NO. 2020-119

**A RESOLUTION OF THE ALBANY CITY COUNCIL APPROVING
AMENDMENT NO. 2 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, in accordance with the terms of the Agreement, the City Council conducted an annual performance review of the City Manager on November 2, 2020 and November 16, 2020; and

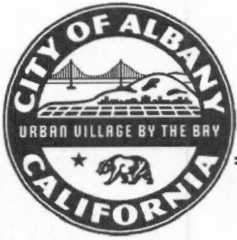
WHEREAS, the City Council desires to further amend the Agreement to provide for additional administrative leave.

NOW, THEREFORE, BE IT RESOLVED, that the Albany City Council hereby approves Amendment No. 2 to the Employment Agreement for City Manager Services provided as Exhibit A to this Resolution.



NICK PILCH, MAYOR

EXHIBIT A: Amendment No. 2 to the Employment Agreement for City Manager Services



City of Albany

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

RESOLUTION NO. 2020-119

PASSED AND APPROVED BY THE COUNCIL OF THE CITY OF
ALBANY, The 7th day of December, 2020, by the following votes:

AYES: Council Members Barnes, Maass, McQuaid, Nason and Mayor Pilch

NOES: none

ABSENT: none

ABSTAINED: none

RECUSED: none

WITNESS MY HAND AND THE SEAL OF THE CITY OF ALBANY, this
8th day of December, 2020.

Anne Hsu
CITY CLERK

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“SECTION 4: BENEFITS

A. Except as otherwise provided in this Agreement, Employee is to be provided the same retirement, medical, dental, vacation, sick leave, holiday, long-term disability and other benefits which are offered to other management employees as more fully described in the Management and Confidential Employees Benefits Booklet (“Benefits Booklet”), which may be amended from time to time by the Employer. In addition to the amount of administrative leave for which Employee is eligible pursuant to the Benefits Booklet, Employee shall also receive 80 additional hours of administrative leave at the beginning of each calendar year, subject to all other conditions provided regarding administrative leave as set forth in the Benefits Booklet.”

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the day and year written above.

CITY OF ALBANY

EMPLOYEE

By: 
NICK PILCH, MAYOR

By: 
NICOLE ALMAGUER, CITY MANAGER

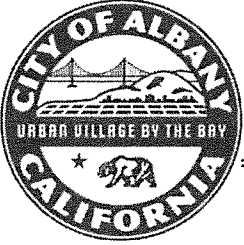
APPROVED AS TO FORM:

By: 
MALA SUBRAMANIAN, CITY ATTORNEY

ATTEST:

By: 
ANNE HSU, CITY CLERK

Date: 12/9/2020



City of Albany

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

RESOLUTION NO. 2019-88

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

The 21st day of October, 2019, by the following votes:

AYES: Council Members Maass, McQuaid, Pilch and Mayor Nason

NOES: None

ABSENT: Council Member Barnes

ABSTAINED: none

RECUSED: none

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

22nd day of October, 2019.

Eileen Harrington
DEPUTY CITY CLERK

1 **AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT**
2 **FOR CITY MANAGER SERVICES** 5

3
4 **THIS AMENDMENT NO. 1** ("Amendment No. 1") to the Employment Agreement
5 for City Manager Services ("Agreement") is entered into effective October 21, 2019 by and
6 between the City Council of the City of Albany, a California municipal corporation
7 organized as a charter city ("Employer") and Nicole Almaguer ("Employee").
8

9 **WHEREAS**, on January 22, 2018 the City Council adopted Resolution No. 2018-20
10 approving an employment agreement with Nicole Almaguer for City Manager Services;
11 and
12

13 **WHEREAS**, in accordance with the terms of the Agreement, the City Council
14 conducted an annual performance review of the City Manager on September 16, 2019 and
15 October 7, 2019; and
16

17 **WHEREAS**, per the Employment Agreement, Section 3: COMPENSATION, the
18 annual base salary may be further increased by the Employer from time to time by written
19 amendment.
20

21 **NOW, THEREFORE**, in consideration of the mutual covenants and conditions set
22 forth in this Amendment No. 1, the parties agree as follows:
23

24 **A. Amendment No. 1 to Agreement.** This Amendment No. 1 makes certain specific
25 changes to the Agreement. Except for the provisions expressly modified in this
26 Amendment No. 1, the remaining terms and conditions of the Agreement remain in
27 full force and effect. The following provision of the Agreement is hereby
28 amended, as follows:
29

SECTION 3: COMPENSATION

1
2 Employer agrees to pay Employee for her services rendered pursuant hereto
3 an annual base salary of two hundred one thousand three hundred eighty-
4 seven dollars (\$201,387), payable in installments at the same time as other
5 employees of the Employer are paid. Employee shall receive an additional
6 five percent (5%) of the base salary as longevity pay, as provided to other
7 management employees who have served ten (10) or more years with the
8 City, bringing her total annual salary to two hundred eleven thousand four
9 hundred fifty-seven dollars (\$211,457).

10 Employee shall automatically receive any cost of living increases the
11 management employees may be granted by the Employer during the term
12 of this Agreement. The annual base salary may be further increased by the
13 Employer from time to time by written amendment of this Agreement. The
14 current salary shall be accurately reflected in the Employer's Salary
15 Schedule.

16 **IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 as of
17 the day and year written above.

18 **CITY OF ALBANY**

EMPLOYEE

19 By: 
20 ROCHELLE NASON, MAYOR

By: 
NICOLE ALMAGUER, CITY MANAGER

21 **APPROVED AS TO FORM:**

22 By: 
23 CRAIG ABADIE, CITY ATTORNEY

24 **ATTEST:**

25 By: 
26 ANNE HSU, CITY CLERK

27 Date: 10/21/19
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RESOLUTION NO. 2018-20

**A RESOLUTION OF THE ALBANY CITY COUNCIL APPROVING AN
EMPLOYMENT AGREEMENT WITH NICOLE ALMAGUER FOR CITY
MANAGER SERVICES**

WHEREAS, the City Council previously appointed Nicole Almaguer as the Interim City Manager and entered into an Employment Agreement with her effective on November 20, 2017; and

WHEREAS, the Interim City Manager Employment Agreement is scheduled to expire on March 15, 2018; and

WHEREAS, the City Council wishes to contract with Ms. Almaguer as the new City Manager for the City of Albany, pursuant to the terms and conditions of the attached Employment Agreement for City Manager.

NOW THEREFORE, BE IT RESOLVED, that the Albany City Council hereby approves the attached Employment Agreement with Nicole Almaguer to serve as the City Manager and authorizes the Mayor to execute the Agreement on behalf of the City. The Agreement will supersede and replace the previous Employment Agreement for Interim City Manager.

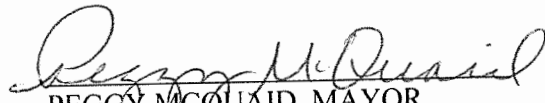

PEGGY MCQUAID, MAYOR

EXHIBIT A: CITY MANAGER EMPLOYMENT AGREEMENT

CITY OF ALBANY
EMPLOYMENT AGREEMENT
FOR CITY MANAGER

THIS AGREEMENT, made, entered into and effective on the 22nd day of January, 2018, 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"), both of whom understand and agree as follows:

RECITALS

WHEREAS, Employer desires to employ the services of Ms. Nicole Almaguer as City Manager of the City of Albany, as provided by the Albany City Charter and the Albany Municipal Code; and

WHEREAS, it is the desire of the Employer to provide certain benefits, to establish certain conditions of employment, and to set out working conditions of said Employee; and

WHEREAS, it is the desire of the Employer: (1) to secure and retain the services of Employee and to provide inducement for her to remain in such employment, (2) to make possible full work productivity by setting forth the parameters of an employment agreement, (3) to provide for the conditions under which the employment relationship may be amended or terminated.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: EMPLOYMENT

Employer hereby agrees to employ Employee as City Manager of the City of Albany to perform the function and duties specified in the Albany City Charter and the Albany Municipal Code, as well as other legally permissible and proper duties and functions as the Employer shall from time to time assign.

SECTION 2: TERM

A. The term of this Agreement shall commence on January 22, 2018 and continue in effect for a period of two years, subject to the termination provisions set forth in Section 5. The parties may mutually agree to an extension of the term by written amendment of this Agreement. If this Agreement is not extended by mutual agreement prior to the end of its term, it shall continue in

effect under the same terms and conditions unless terminated by either party pursuant to Section 5.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 5, paragraphs A and B.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer, subject only to the provisions set forth in Section 5, paragraph C.

SECTION 3: COMPENSATION

Employer agrees to pay Employee for her services rendered pursuant hereto an annual base salary of one hundred seventy-eight thousand two hundred thirty-six dollars (\$178,236), 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 one hundred eighty-seven thousand one hundred fifty-two dollars (\$187,152). 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.

SECTION 4: BENEFITS

A. Except as otherwise provided in this Agreement, Employee is to be provided the same retirement, medical, dental, vacation, administrative leave, sick leave, holiday, long-term disability and other benefits which are offered to other management employees as more fully described in the Management and Confidential Employees Benefits Booklet, which may be amended from time to time by the Employer.

B. Employee is entitled to carry over existing leave balances earned in her current position of Assistant City Manager/City Clerk/Public Information Officer to the new Employee status as City Manager.

C. Employee shall receive a transportation allowance of two hundred (\$200) dollars per month.

D. Employee may, at her option, receive cash payment for any accrued vacation hours in excess of the three hundred (300) hour cap, payable at the end of the calendar year. Additionally, Employee may receive cash payment of administrative leave balances up to one hundred percent (100%) annually.

SECTION 5: TERMINATION

- A. Employee is an at-will employee appointed by and serving at the pleasure of Employer, acting through its City Council; and this Agreement may be terminated by Employer at any time, with or without cause. Pursuant to Albany Municipal Code Section 2-3.1, if Employer terminates this Agreement for any reason, Employee shall be entitled to receive a severance payment equal to ninety (90) days salary following receipt of a written notice of termination, in addition to payment for accrued vacation as required by law.
- B. Pursuant to Albany Municipal Code Section 2-3.1, Employee shall not be removed from office within ninety (90) days after a general municipal election at which a new member of the City Council is elected, except by a unanimous vote of all members of the City Council. The purpose of this provision is to permit any newly elected member of the City Council to observe the actions and assess the ability of the City Manager in the performance of her duties.
- C. If Employee wishes to terminate her employment as the City Manager, she agrees to give Employer at least sixty (60) days prior written notice.

SECTION 6: GOAL-SETTING AND PERFORMANCE EVALUATIONS

A. As soon as practicable after the effective date of this Agreement, Employee and Employer shall meet and confer in a closed session meeting of the City Council for the purpose of formulating mutually agreed goals, objectives and performance criteria for the first six (6) months of Employee's tenure as the City Manager. Approximately six (6) months after establishment of these initial goals and objectives, Employer shall review and evaluate the performance of Employee in meeting the agreed goals and objectives.

B. Thereafter, Employer shall review and evaluate the performance of Employee at least once annually, with the timing to be determined by Employer in consultation with Employee. Said review and evaluation shall be in accordance with specific goals, objectives and performance criteria developed jointly by Employer and Employee, to the extent feasible. Employer, at its sole discretion, may add, delete or modify the goals, objectives and/or performance criteria. Further, Employer shall provide Employee with an oral or written statement of the findings of the entire City Council and provide an adequate opportunity for Employee to discuss her performance evaluation with the City Council. Employer and Employee agree to review Employee's salary in conjunction with the annual performance evaluation, or at such other time as the Parties may mutually agree.

SECTION 7: MEMBERSHIP DUES, CONFERENCES AND PROFESSIONAL DEVELOPMENT

A. Employer agrees to pay the cost for Employee to attend the League of California Cities Managers meeting, one other conference (ICMA), the annual ICMA membership, and other short courses or training seminars as are agreed upon by the Parties from time to time.

B. Employer agrees to pay travel and subsistence expenses of Employee for conferences in a manner consistent with the treatment of other management employees.

C. Employer agrees to reimburse Employee for reasonable business expenses to conduct non-conference related City business including meals, travel and lodging.

SECTION 8: INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort or professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as City Manager.

SECTION 9: BONDS

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

SECTION 10: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. Employer, in consultation with Employee, shall fix in writing any such other terms and conditions of employment, as it may determine from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Albany City Charter or any other law.
- B. Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the Employee, except to the degree of such a reduction is applicable across the board for all management employees of Employer.

SECTION 11: NOTICES

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

(1) EMPLOYER: City Clerk, City of Albany, 1000 San Pablo Avenue, Albany, CA 94706

(2) EMPLOYEE: Ms. Nicole Almaguer, c/o City Hall, 1000 San Pablo Avenue, Albany, CA 94706

Alternatively, notices required pursuant to this agreement may be personally or electronically served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal or electronic service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

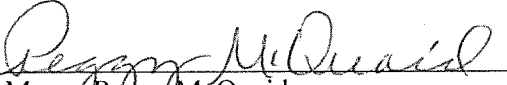
SECTION 12: GENERAL PROVISIONS

A. The text herein shall constitute the entire agreement between the Parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Albany has caused this Agreement to be signed on its behalf by its Mayor, and the Employee has signed this Agreement, in one or more duplicate originals.



Mayor Peggy McQuaid



Nicole Almaguer ("Employee")

Attest:

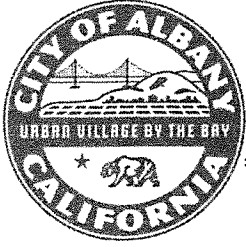


Anne Hsu, Interim City Clerk

Approved as to Form:



Craig Labadie, City Attorney



City of Albany

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

RESOLUTION NO. 2018-20

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

The 22nd day of January, 2018, by the following votes:

AYES: Council Members Barnes, Maass, Nason, Pilch and Mayor McQuaid

NOES: none

ABSENT: none

ABSTAINED: none

RECUSED: none

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

23rd day of January, 2018.

Eileen Harrington

Eileen Harrington
DEPUTY CITY CLERK