| 1 | |
|----|----|
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | ا |
| 8 | ľ |
| 9 | |
| 10 | |
| 11 | ١ |
| 12 | |
| 13 | |
| 14 | |
| 15 | |
| 16 | |
| 17 | ľ |
| 18 | |
| 19 | ١. |
| 20 | |
| 21 | |
| 22 | |
| 23 | |
| 24 | l. |
| 25 | |
| 26 | |
| 27 | |
| 28 | |

RESOLUTION NO. 2022-98

A RESOLUTION OF THE ALBANY CITY COUNCIL APPROVING RESTATED 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; and

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

WHEREAS, 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

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

WHEREAS, Amendment No. 3 did not reflect the accurate salary and compensation of the City Manager and therefore, the City Council desires to adopt a Restated Amendment No. 3 to the Agreement to correct and accurately reflect the City Manager's compensation.

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 FOR CITY MANAGER SERVICES |
|----|--|
| 2 | TOR CITT MAINTOER SERVICES |
| 3 | THE DECTATED AMENDMENT NO 2 ("A 1 |
| 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 | "CECTION 2. COMPENS ATION |
| 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." |
| 23 | |
| 24 | C. <u>Amendment to Section 4.</u> A new subsection D. is hereby added to Section 5: |
| 25 | TERMINATION, to read as follows: |
| 26 | |
| 27 | |
| 28 | |
| 29 | |

| 1 | "SECTION 5: TERMINATION |
|-------|--|
| 2 | *** |
| 3 | D. If Employer terminates this Agreement without cause, the Employer agrees to give |
| 4 | Employee an additional ninety (90) days severance payment in addition to the ninety |
| 5 | (90) days severance payment articulated in Section 5.A. above for a total of six (6) |
| 6 | months' severance payment." |
| 7 | |
| 8 | |
| 10 | |
| 11 | IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the day |
| 12 | and year written above. |
| 13 | CITY OF ALBANY EMPLOYEE |
| 14 | |
| 15 | By: / State / Scale By: / State By: Micole Almaguer, City Manager |
| 16 | PRESTON JORDAN, MAYOR NICOLE ALMAGUER, CITY MANAGER |
| 17 | APPROVED AS TO FORM: |
| 18 | h D |
| 19 | By: |
| 20 21 | MALA SUBRAMANIAN, CITY ATTORNEY |
| 22 | ATTEST: |
| 23 | ATTEST. |
| 24 | By: All |
| 25 | ANNE HSU, CITY CLERK |
| 26 | Date: 09.06.2022 |
| 27 | |

28



City of Albany

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

RESOLUTION NO. 2022-98

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

The 6th day of September, 2022, by the following votes:

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

NOES: Council Member Gary

ABSENT: none

ABSTAINED: none

RECUSED: none

WITNESS MY HAND AND THE SEAL OF THE CITY OF ALBANY, this 7th

day of September, 2022.

Anne Hsu CITY CLERK

Albany is committed to providing a healthy, safe, and accessible city, and strives to lift every voice in our community.