



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

First Amendment to Employment Agreement for the City Manager

RECOMMENDED MOTION:

Approve First Amendment to Employment Agreement for the City Manager

SUMMARY

The City entered into an Employment Agreement which is dated effective as of July 24, 2007 with the City Manager, Adam Politzer. In accordance with the Agreement the City Council conducted an annual performance evaluation and as a result agreed to increase the City Manager's salary by an amount equal to 5% of the existing base salary. This results in an annual increase of \$8174.90 effective on September 10, 2008. The Council also agreed to modify the Agreement so that the annual performance reviews coincide with the conclusion of each Fiscal Year.

FISCAL IMPACT

The proposed First Amendment provides for a 5% increase in the City Manager's annual base salary. This results in an annual cost to the City of \$8,174.90.

STAFF RECOMMENDATIONS:

Staff recommends that the City Council approve the First Amendment to Employment Agreement for the City Manager.

ATTACHMENTS

1. First Amendment to Employment Agreement for the City Manager

PREPARED AND SUBMITTED BY:

Mary Wagner, City Attorney

Item #: 4B10
Meeting Date: _____
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FIRST AMENDMENT TO EMPLOYMENT AGREEMENT FOR THE CITY MANAGER

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT FOR THE CITY MANAGER ("Amendment"), dated effective as of October 21, 2008 (the "Effective Date"), is entered into by and between the **CITY OF SAUSALITO**, a municipal corporation (the "City"), and **ADAM POLITZER**, an individual ("Employee").

RECITALS

The following Recitals are a substantive part of this Agreement:

A. City and Employee entered into the Employment Agreement for the City Manager effective July 24, 2007 (the "Agreement") which generally provides for the employment of Employee as City Manager of City. Capitalized terms utilized herein and not otherwise defined shall have the same meaning as set forth in the Agreement.

B. City and Employee desire to enter into this Amendment to set forth the terms and conditions for Employee's continuing employment with the City.

AGREEMENT

In consideration of the mutual covenants and conditions contained in this Amendment, City and Employee hereby agree as follows:

Section 1. Salary. Effective as of September 10, 2008 Employee's annual base salary as set forth in Section 6 of the Agreement shall be increased by an amount equal to five percent (5%) which results in an annual increase of \$8174.90.

Section 2. Performance Evaluation. Section 5 of the Agreement is revised to provide that the annual performance evaluations of Employee shall take place prior to the conclusion of each fiscal year.

Section 3. Entire Agreement; Conflicts. This Amendment and the Agreement contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Amendment and the Agreement shall not be modified or altered except in writing signed by both parties.

Section 4. Execution. This Amendment may be executed in duplicate original counterparts each of which shall constitute one and the same instrument.

CITY:

CITY OF SAUSALITO, a municipal
corporation

Dated: _____, 2008

By: _____
Amy Belser, Mayor

ATTEST:

Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

EMPLOYEE:

Dated: _____, 2008

By: _____
Adam W. Politzer