

RESOLUTION NO. MA02-18

Resolution Of The Board Of Directors Of The Management Of Emeryville Services Authority (MESA) Approving A First Amendment To The Amended And Restated Agreement Of Employment Between MESA And Carolyn Lehr As City Manager And Authorizing The Chair Of The Board Of Directors To Execute Said First Amendment On Behalf Of MESA

WHEREAS, on January 20, 1998 the City of Emeryville and Emeryville Redevelopment Agency adopted a Joint Powers Agreement to create the Management of Emeryville Services Authority ("MESA"); and

WHEREAS, on June 2, 1998 the City of Emeryville and the MESA entered into an Operating Agreement whereby certain non-public safety classifications of employees of the City of Emeryville, including that of City Manager, were transferred to MESA and thereafter have been employees of the MESA; and

WHEREAS, on June 7, 2011, the City and former Redevelopment Agency executed the MESA First Amendment to add the Emeryville Community Development Commission of Emeryville as a member of the Joint Powers Agreement; and

WHEREAS, on June 2011, the parties to the MESA added the Emeryville Public Financing Authority to the Joint Powers Agreement of the MESA; and

WHEREAS, the MESA employees within the classifications delineated in Section 2 of the Operating Agreement, including that of City Manager, provide certain management, administrative, special or general personnel services to the City; and

WHEREAS, the position of City Manager of the City of Emeryville also fulfills duties as City Manager for the City of Emeryville Successor Agency, Executive Director of the Emeryville Public Financing Authority, Executive Director of the Emeryville Community Development Commission, and Executive Director of the Management of Emeryville Services Authority (MESA); and

WHEREAS, section 4.F of the Operating Agreement between MESA and the City of Emeryville provides that the City shall "provide all hiring, disciplinary and general personnel administration for MESA and its employees"; and

WHEREAS, the MESA retained the services of Carolyn Lehr as City Manager in 2015 and entered into an Agreement of Employment (the "Agreement"), which was approved by the City of Emeryville (Resolution Nos. 15-77; MA 12-15), effective June 19, 2015 for a two-year term; and

WHEREAS, the MESA and the City Manager entered into an Amended and Restated Agreement for an additional two years, effective July 1, 2016, which Amended and Restated Agreement was approved by the City of Emeryville (Resolution Nos. 16-105;

MA23-16); and

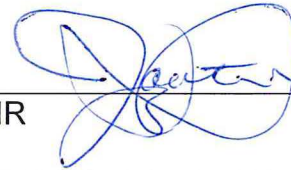
WHEREAS, the MESA and the City Manager desire to enter into a First Amendment to the Amended and Restated Agreement to extend the term to August 31, 2018, and to provide for other terms of employment; now therefore, be it

RESOLVED, that the Board of Directors of the Management of Emeryville Services Authority hereby approves the First Amendment to the Amended and Restated Agreement of Employment between the Management of Emeryville Services Authority and Carolyn Lehr as City Manager, attached hereto as Exhibit A, to extend the term to August 31, 2018, and provide for other terms of employment as fully described therein; and authorizes the Chair of the Board of Directors to execute said First Amendment to the Amended and Restated Agreement of Employment on behalf of the Management of Emeryville Services Authority.

ADOPTED, by the Board of Directors of the Management of Emeryville Services Authority at a regular meeting held on Tuesday, June 19, 2018, by the following vote:

AYES:	<u>3</u>	<u>Chair Bauters and Board Members Donahue and Martinez</u>
NOES:	<u>0</u>	<u></u>
ABSTAIN:	<u>0</u>	<u></u>
ABSENT:	<u>2</u>	<u>Vice Chair Medina and Board Member Patz</u>

CHAIR



ATTEST:

APPROVED AS TO FORM:



SECRETARY



LEGAL COUNSEL

**FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF
EMPLOYMENT BETWEEN THE MANAGEMENT OF EMERYVILLE SERVICES
AUTHORITY AND CAROLYN LEHR**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF EMPLOYMENT ("First Amendment") is entered into as of the Effective Date described herein, by and between the **MANAGEMENT OF EMERYVILLE SERVICES AUTHORITY ("Authority")**, and **CAROLYN LEHR ("City Manager")**, each a **"Party"**, and collectively the **"Parties."**

Recitals

Whereas, Authority retained the services of City Manager pursuant to that certain Amended and Restated Agreement of Employment ("Amended and Restated Agreement"), effective July 1, 2018, which describes the terms and conditions of City Manager's employment with the City of Emeryville ("City"), including compensation and leave; and

Whereas, the Amended and Restated Agreement is for a two-year term expiring on June 30, 2018; and

Whereas, the Parties wish to amend the Amended and Restated Agreement to extend the expiration date and provide for other terms and conditions of City Manager's employment;

Now therefore, the Parties agree as follows:

1. Recitals Incorporated

The Recitals set forth above are incorporated herein by this reference as if set forth herein in full.

2. Amending Section 3 of the Amended and Restated Agreement

Section 3, "Term" of the Amended and Restated Agreement is replaced in its entirety to read as follows:

City Manager shall be retained by Authority to perform the duties described in Section 2 above for a period commencing July 1, 2016, and terminating on August 31, 2018, and agrees to remain in the employ of Authority during the term of this Amended and Restated Agreement.

City Manager's final day of reporting to work shall be June 30, 2018. From July 1, 2018, through August 31, 2018, City Manager shall be on vacation leave and shall use accrued vacation leave

hours. While on vacation leave, City Manager shall continue to accrue vacation and leave hours. At the expiration of the Amended and Restated Agreement, City Manager is entitled to the cash payments for all unused leave balances as described in Section 5.B. of the Amended and Restated Agreement. While on vacation leave, City Manager shall be paid pursuant to City/MESA's regular payroll schedule.

3. **Amending Section 7 of the Amended and Restated Agreement**

Section 7, "Salary," of the Amended and Restated Agreement is amended as follows:

- a. City Manager shall be entitled to a base salary increase in the same amount as negotiated in good faith between the Authority and the Confidential Administrative, Managerial, and Professional (CAMP) employees of the Authority, retroactive from March 1, 2018, through August 31, 2018.

4. **Announcement of Retirement**

Provided that all other provisions of the Amended and Restated Agreement and this First Amendment are met, the Parties agree that City Manager and City/Authority shall jointly announce City Manager's retirement in good standing from the City/Authority.

5. **No Other Changes**

Except as otherwise expressly provided in this First Amendment, all other provisions of the Amended and Restated Agreement remain unchanged and in full force and effect, and the Parties remain subject to said promises therein.

6. **Effective Date**

This First Amendment shall become effective on the date on which it is lawfully approved and executed by Authority as indicated below.

In witness whereof, each Party has caused this First Amendment to be executed by its duly authorized representative as of the date set forth below.

**MANAGEMENT OF EMERYVILLE SERVICES
AUTHORITY**

Date: June ____, 2018
["Effective Date"]

John Bauters, Chair of Board of Directors

CITY MANAGER

Date: May 31, 2018

Carolyn Lehr
Carolyn Lehr

Approved As To Form:

Michael A. Guina
Michael A. Guina
General Counsel