

AMENDED AGREEMENT OF EMPLOYMENT BETWEEN THE MANAGEMENT OF EMERYVILLE SERVICES AUTHORITY AND MICHAEL A. GUINA

THIS AMENDED AGREEMENT OF EMPLOYMENT (“Amended Agreement”) is entered into effective the ____ day of April 2021 (the “**Effective Date**”), by and between the **MANAGEMENT OF EMERYVILLE SERVICES AUTHORITY**, hereinafter referred to as the “**Authority**”, and **MICHAEL GUINA**, hereinafter referred to as the “**City Attorney**,” and collectively the “**Parties**.”

Recitals

Whereas, the Authority and the City of Emeryville retained the services of City Attorney pursuant to that certain Agreement of Employment (“Agreement”) effective July 1, 2018, for a two-year term ending July 30, 2020 (MESA Resolution No. MA03-18; City Council Resolution No. 18-79); and

Whereas, that Agreement specified a base salary which did not accurately reflect prior cost of living and performance adjustments accrued from the prior agreement; and

Whereas, the Authority and the City Attorney wish to amend the Agreement to accurately reflect the salary amounts due and to provide consistency with payroll records of amounts actually paid;

Now therefore, the Parties agree as follows:

A. Amendment to Section 6 of the Agreement

Section 6 of the Agreement is amended to read as follows.

Section 6. Salary

In the first year of this Agreement (FY 2018-2019), the Authority agrees to pay the City Attorney for his services rendered a base salary of **Seventeen Thousand, Five Hundred Six Dollars (\$17,506.00)** per month, payable in installments at the same time as other employees of the Authority are paid. In addition, the Authority shall pay the City Attorney a one-time lump sum of **Ten Thousand Dollars (\$10,000)** on the first pay period following August 1, 2018.

Beginning the second year of this Agreement (FY 2019-2020), the Authority agrees to pay the City Attorney for his services rendered a base salary of **Seventeen Thousand, Six Hundred Eighty Thousand Dollars (\$17,680.00)** per month, payable in

installments at the same time as other employees of the Authority are paid.

In recognition of accomplishment of objectives, the Authority may grant the City Attorney an increase to said base salary. In addition to any other benefits that the Authority and City Attorney may subsequently agree to, the Authority agrees to provide increases to said base salary of the City Attorney in the same amount as negotiated in good faith between the Authority, acting through its City Manager, and the Confidential Administrative, Managerial and Professional (CAMP) employees of the Authority.

B. No Other Amendments

All other provisions of the Agreement not otherwise modified by this Amendment shall remain in full force and effect.

**Management of Emeryville Services
Authority**

Date: _____, 2021

Dianne Martinez, Chair of Board of Directors

City Attorney

Date: _____, 2021

Michael Guina