

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

Between

The City of Alameda

And

Adam W. Politzer

This Agreement (this "Agreement") is entered into as of December ____, 2025 by and between the City of Alameda, California, a municipal corporation (the "City"), and Adam W. Politzer, an individual ("Politzer").

RECITALS

WHEREAS, the City has a need for an Interim City Manager effective December 5, 2025; and

WHEREAS, Politzer has the necessary education, experience, skills and expertise to serve as the City's Interim City Manager; and

WHEREAS, the City Council of the City (the "City Council") desires to appoint Politzer to serve as the Interim City Manager of the City of Alameda; and

WHEREAS, City, acting by and through its City Council, desires to employ the services of Politzer as allowed under the provision of Government Code Section 21221(h); and

WHEREAS, Politzer desires to accept employment as Interim City Manager of the City of Alameda under the terms and conditions of employment set forth below.

NOW THEREFORE, in consideration of these Recitals and the mutual covenants contained below, the parties agree as follows:

AGREEMENT

1. EMPLOYMENT. City hereby employs Politzer as its Interim City Manager, and Politzer hereby accepts such employment.

2. TERM. Politzer shall commence serving as Interim City Manager effective December 5, 2025 at 5:01p.m. Politzer will serve in this position until the Termination Date. The "Termination Date" means the earliest to occur of: (a) The effective date of a permanent City Manager taking office; or (b) This Agreement is terminated by either party as set forth in Section 8 below.

3. DUTIES. As Interim City Manager, Politzer shall serve as the City Manager for the City of Alameda and shall be vested with the authority granted to the City Manager in the

Alameda City Charter. As Interim City Manager, Politzer shall perform such duties and undertake such activities as may be assigned from time to time by the City Council, and which are consistent with the position of City Manager.

4. COMPENSATION. The salary for the position of Interim City Manager shall be \$175.06 hourly which shall be paid every two weeks on the same schedule as pay is provided to regular full-time employees.

5. EMPLOYMENT BENEFITS AND WORKING CONDITIONS. Politzer shall receive no employment benefits (including, but not limited to, retirement, annual leave, sick leave (except as required by law), holiday/floating holiday pay, health, dental, or any other benefits given to regular, full-time employees) except that the City shall provide workers' compensation benefits as required by State law, and shall pay the employer's share of the Medicare tax. Politzer shall be entitled to reimbursement for reasonable work-related expenses to the same extent and in the same manner as other full-time employees. Politzer shall not receive a car allowance but shall be entitled to standard mileage reimbursement for the use of his own private vehicle for City business.

6. HOURS OF WORK. Politzer is expected to work approximately 32-hours a week. In no circumstance shall Politzer work more than 40-hours a week. The parties recognize that, pursuant to Government Code Section 21221(h), Politzer is limited to working as an employee for no more than 960 hours for any and all CalPERS employers during any Fiscal Year. Politzer agrees that during the term of this Agreement he will not accept employment in any position offered by any other agency that contracts with the California Public Employees Retirement System ("CalPERS").

7. RETIREMENT BENEFITS. The parties agree that, except as otherwise provided in this Agreement, Politzer is not entitled to any post-employment benefit to be paid by the City of Alameda. The parties have entered into this Agreement pursuant to the provisions of Government Code Section 21221(h) for purposes of determining Politzer's employment status under the Public Employees' Retirement Law. In the event that this Agreement is determined to be contrary to any provision of the Public Employees' Retirement Law, each party shall be solely responsible for paying to CalPERS any amounts respectively owed as the employer and employee contributions, including interest, in connection with Politzer's employment with the City of Alameda. The parties also agree that each party is solely responsible for any administrative fees that may be assessed to each of them under Government Code Section 21220 or by CalPERS.

8. TERMINATION OF POLIZER'S EMPLOYMENT AS INTERIM CITY MANAGER.

A. Without Cause.

Politzer may resign as Interim City Manager at any time and for any reason upon thirty (30) days written notice to the City Council. Upon its receipt of such notice from Politzer, the City Council may terminate Politzer's employment as Interim City Manager at any time. In addition, the City Council may terminate Politzer's employment as Interim City

Manager at any time, without cause, by providing him with seven (7) days of written notice. Furthermore, Politzer's employment as Interim City Manager shall automatically terminate upon the commencement of employment of a permanent City Manager.

B. With Cause.

City Council shall have the right to immediately terminate Politzer's employment as Interim City Manager for (1) abuse of drugs or alcohol which materially affects the performance of his duties as Interim City Manager, (2) repeated and protracted unexcused absences from the City Manager's office, (3) conviction of a felony,(4) conviction of a misdemeanor involving moral turpitude, or (5) commencement of employment from another source while employed by the City of Alameda as Interim City Manager which is inconsistent with employment as Alameda's Interim City Manager.

9. INDEMNIFICATION. City shall defend, hold harmless, and indemnify Politzer against any claims, demands, or legal actions, whether specious, frivolous, or otherwise, arising out of an alleged action or omission, direct or indirect, occurring within the scope and during the course of Politzer's employment as Interim City Manager. Politzer will cooperate in good faith with the City with respect to the defense of such claims, demands or legal actions.

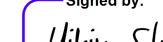
10. SEVERABILITY. In the event that any term of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the City and Politzer, the remainder of this Agreement shall remain in full force and effect unless the term or terms held to be illegal or void are wholly inseparable from the remaining portions of the Agreement.

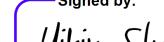
11. INTEGRATION CLAUSE. City and Politzer acknowledge that this Agreement constitutes the sole and entire agreement of the parties in this matter and that any modifications may be made only in a writing signed by both the City and Politzer. There are no representations, agreements, arrangements or understandings, whether written or oral, between the parties relating to the subject matter of this Agreement which are not fully set forth in this Agreement.

CITY OF ALAMEDA: A Municipal Corporation

By:  DocuSigned by:
Adam Politzer
6408841F6B5B4861
Adam W. Politzer

Mayor:  Marilyn Ezzy Ashcraft

ATTEST: By:  Lara Weisiger, City Clerk

APPROVED AS TO FORM: By  Signed by:
Yibin Shen
002BE506412045B
City Attorney, Yibin Shen