

**INTERIM CITY MANAGER
EMPLOYMENT AGREEMENT**

Between

The City of Alameda

And

Nancy Bronstein

This Agreement is entered into as of _____, 2022 by and between the City of Alameda, California, a municipal corporation (the "City"), and Nancy Bronstein, an individual ("Bronstein").

RECITALS

Whereas, the City's current Interim City Manager, Dirk Brazil, has resigned his position effective August 14, 2022 and the City Council requires the services of an Interim City Manager; and

Whereas, Bronstein, the current Acting City Manager, 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 Bronstein to serve as the Interim City Manager of the City of Alameda,

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the parties hereto agree as follows:

Terms and Conditions

1. **EMPLOYMENT.** The City hereby employs Bronstein as its Interim City Manager, and Bronstein hereby accepts such employment.
2. **TERM.** Bronstein shall commence serving as Interim City Manager effective September 6, 2022, until the earlier of 1) commencement of employment of a permanent City Manager; 2) commencement of employment of a different Interim City Manager; 3) City Council action removing Bronstein as Interim City Manager; or 4) Bronstein's retirement on November 4, 2022.
3. **DUTIES.** As Interim City Manager, Bronstein 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, Bronstein shall perform such duties as are necessary for her to exercise the authority vested in the City Manager under the

Alameda City Charter. Also, as Interim City Manager, Bronstein 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 City shall provide the following compensation to the Bronstein during the term of the agreement:

A. *Compensation*

The salary for the position of Interim City Manager shall be \$278,409 annually. Bronstein shall receive this salary effective August 1, 2022, when she commenced her service as Acting City Manager.

B. *Basic Benefits*

As Interim City Manager, Bronstein will continue to receive all other leaves and benefits provided to Miscellaneous employees as set forth within the EXME compensation plan.

5. TERMINATION OF BRONSTEIN'S EMPLOYMENT AS INTERIM CITY MANAGER.

A. *Without Cause.*

Bronstein may resign as Interim City Manager at any time and for any reason upon five days written notice to the City Council. Upon its receipt of such notice from Bronstein, the City Council may terminate Bronstein's employment as Interim City Manager at any time. In addition, the City Council may terminate Bronstein's employment as Interim City Manager at any time without cause by providing her written notice. Furthermore, Bronstein's employment as Interim City Manager shall automatically terminate upon the commencement of employment of a permanent City Manager or a different Interim City Manager appointed by the City Council.

If Bronstein's employment as Interim City Manager is terminated as provided in this Section 5A, with the exception of the appointment of a permanent City Manager, her compensation and benefits, as set forth by this agreement shall continue through November 4, 2022.

If the City Council appoints a permanent City Manager and that City Manager assumes office on or before November 4, 2022, Bronstein shall have the right to retreat to the position of Assistant City Manager, at Step 5.

B. *With Cause.*

If the City Council terminates Bronstein's employment as Interim City Manager for (1) continued abuse of drugs or alcohol which materially affects the

performance of her 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 full time employment as Alameda's Interim City Manager, the City shall have no obligation to continue Bronstein's employment in any respect nor to pay any compensation or benefits under Section 4 of this Agreement, and the terms of Section 5A of this Agreement shall not apply.

6. INDEMNIFICATION. The City shall defend, hold harmless, and indemnify Bronstein 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 Bronstein's employment as Interim City Manager. Bronstein will cooperate in good faith with the City with respect to the defense of such claims, demands or legal actions.
7. 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 Bronstein, 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.
8. INTEGRATION CLAUSE. The City and Bronstein 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 Bronstein. 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

ATTEST:

LARA WEISIGER
City Clerk

By:

MARILYN EZZY ASHCRAFT
Mayor

APPROVED AS TO FORM:

NANCY BRONSTEIN

YIBIN SHEN
City Attorney
