Docusign Envelope ID: 300980A2-0ACD-44C2-BDB0-B36B41EFFA16

SECOND AMENDMENT TO AMENDED EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO AMENDED EMPLOYMENT AGREEMENT is made April 1, 2025 between Yibin Shen ("Shen"), an individual, and the City of Alameda, California ("City"), a California charter city and municipal corporation.

RECITALS

A. City employed Shen as City Attorney in May 2019 and entered into an Employment Agreement at that time.

B. Shen has since served as City Attorney in accordance with the City Charter.

C. The Employment Agreement was restated and amended on June 19, 2022 ("Amended Agreement") and further amended on November 7, 2023; and

D. City and Shen wish to amend the Amended Agreement further as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, Shen and City agree as follows:

Section 1. Section 6. SALARY of the Amended Agreement is amended to read:

"6. SALARY

Shen shall receive an annual base compensation of $326,473, retroactive to the first pay period in January 2025. Salary is to be paid bi-weekly. The City Council shall not decrease Shen's compensation unless and except in the case of an across the board salary or other compensation decrease (including furloughs) applicable to all employees covered by the Executive Management Compensation Plan. Salary is to be paid at the same intervals and in the same manner as other City Department Heads. Shen shall also receive the same percentage of salary or wage increase, and in the same manner and time, as provided to employees in the Executive Management Compensation Plan."

Section 2. In all other respects, the Agreement, as first amended, will remain in full force and effect.

CITY OF ALAMEDA

Signed by:
Marilyn Ezzy Ashcraft
3178A9A9E7A54C1...

Marilyn Ezzy Ashcraft, Mayor

YIBIN SHEN

Signed by:
Yibin Shen
032BE506412945B...

Attest:

DocuSigned by:
Lara Weisiger
759F6A0E8CC74DC...

Lara Weisiger, City Clerk

Approved as to form:

Signed by:
Michael Roush, Assistant City Attorney
B07A4C0B42024BE...

Michael Roush, Special Counsel