

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

Between

The City of Alameda

And

Elizabeth Warmerdam

This Agreement is entered into as of May 3, 2015 by and between the City of Alameda, California, a municipal corporation (the "City"), and Elizabeth Warmerdam, an individual ("Warmerdam").

RECITALS

Whereas, the City's current City Manager, John Russo, has resigned his position effective May 1, 2015 and the City Council requires the services of an Interim City Manager to serve in this position until the appointment of a regular City Manager; and

Whereas, Warmerdam 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 Warmerdam 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.** City hereby employs Warmerdam as its Interim City Manager, and Warmerdam hereby accepts such employment.
2. **TERM.** Warmerdam shall commence serving as Interim City Manager effective May 3, 2015, for an indefinite period, but in no event beyond the City Council's appointment and beginning of service of a regular City Manager.
3. **DUTIES.** As Interim City Manager, Warmerdam 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, Warmerdam 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, Warmerdam 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. City shall provide the following compensation to the Warmerdam during the term of the agreement:

A. *Compensation*

The salary for the position of Interim City Manager shall be \$240,000 annually.

B. *Basic Benefits*

As Interim City Manager, Warmerdam will continue to receive all other leaves and benefits in accordance with the EXME compensation plan.

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

A. *Without Cause.*

Warmerdam may resign as Interim City Manager at any time and for any reason upon 60 days prior written notice to the City Council. Upon its receipt of such notice from Warmerdam, the City Council may terminate Warmerdam's employment as Interim City Manager any time within the 60-day period. In addition, the City Council may terminate Warmerdam's employment as Interim City Manager at any time without cause by providing her written notice. If Warmerdam's employment as Interim City Manager is terminated as provided in this Section 5A, the compensation as set forth in Section 4A shall terminate immediately and the terms of Section 9 of this Agreement shall apply.

B. *With Cause.*

If the City Council terminates Warmerdam'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) acceptance of employment from another source which is inconsistent with full time employment as Alameda's Interim City Manager, the City shall have no obligation to continue Warmerdam's employment in any respect nor to pay any compensation or benefits under Section 4 of this Agreement, and the terms of Section 9 of this Agreement shall not apply.

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

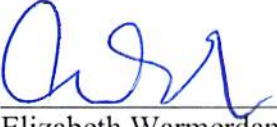
7. SEVERABILITY. In the event that any term of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the City and Warmerdam, the remainder of this Agreement shall remain in full force and effect unless the term or terms held to be illegal or void are wholly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

8. INTEGRATION CLAUSE. City and Warmerdam 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 Warmerdam. 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.

9. RIGHT TO RETURN TO PREVIOUS POSITION. Upon the expiration of her employment as Interim City Manager as provided in Section 2 or in Section 5A, Warmerdam may choose to return to her position as an Assistant City Manager, compensated at the top step of the salary range for that classification at the time she resumes the position, and shall have the right to continue in that position for a period not less than six (6) months after re-assuming it.

CITY OF ALAMEDA
A Municipal Corporation

By: _____
Patricia Herrera Spencer Date

 3/24/15
Elizabeth Warmerdam Date

ATTEST:

By: _____
Lara Weisiger, City Clerk Date

APPROVED AS TO FORM:

By:  3/24/15
City Attorney Date