

ACTING CITY MANAGER  
EMPLOYMENT AGREEMENT

Between  
The City of Alameda  
And  
Elizabeth D. Warmerdam

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

RECITALS

Whereas, the City's has a need for an Acting City Manager effective March 10, 2018; and

Whereas, Warmerdam has the necessary education, experience, skills and expertise to serve as the City's Acting City Manager; and

Whereas, the City Council of the City (the "City Council") desires to appoint Warmerdam to serve as the Acting 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 Acting City Manager, and Warmerdam hereby accepts such employment.
2. **TERM.** Warmerdam shall commence serving as Acting City Manager effective March 10, 2018. She will serve in this position until June 30, 2018. The City and Warmerdam can agree to an extension at that time.
3. **DUTIES.** As Acting 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 Acting 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 Acting 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 Warmerdam during the term of the Agreement:
  - A. **Compensation.** The salary for the position of Acting City Manager shall be \$257,403 annually.
  - B. **Basic Benefits.** As Acting 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 ACTING CITY MANAGER.

- A. Without Cause. Warmerdam may resign as Acting City Manager at any time and for any reason upon 30 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 Acting City Manager any time within the 30-day period. In addition, the City Council may terminate Warmerdam's employment as Acting City Manager at any time without cause by providing her written notice. If Warmerdam's employment as Acting 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 10 of this Agreement shall apply.
- B. With Cause. If the City Council terminates Warmerdam's employment as Acting City Manager for (1) continued abuse of drugs or alcohol which materially affects the performance other duties as Acting 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 Acting 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 10 of this Agreement shall not apply.

6. VACATION. Warmerdam currently has three vacations scheduled and approved. The vacation dates are March 30, 2018 to April 6, 2018, June 21, 2018 to July 12, 2018 and one week in August of 2018. Warmerdam's acceptance of the Acting City Manager position will not result in any changes to her approved vacations.

7. 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 Acting City Manager. Warmerdam will cooperate in good faith with the City with respect to the defense of such claims, demands or legal actions.


8. 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.

9. 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.

10. RIGHT TO RETURN TO PREVIOUS POSITION. At the termination of Warmerdam's services as Acting City Manager pursuant to this Agreement, Warmerdam shall return to her position as Assistant City Manager, compensated at the top step of the salary range for that classification. Warmerdam shall have the right to continue in the position of Assistant City Manager for a period not less than twelve months after her return to the Assistant City Manager position.

CITY OF ALAMEDA: A Municipal Corporation

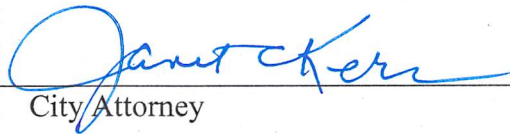
By: \_\_\_\_\_  
Patricia Herrera Spencer



Elizabeth D. Warmerdam

ATTEST: By: \_\_\_\_\_  
Lara Weisiger, City Clerk

APPROVED AS TO FORM: By

  
City Attorney