

AMENDMENT NO. 1 TO THE CITY MANAGER EMPLOYMENT AGREEMENT

This Amendment No. 1 (“Amendment”) to the City Manager Employment Agreement (“Agreement”) is entered into as of the ___th day of _____2022, by and between the City of Los Altos, a California general law municipal corporation, hereinafter referred to as “City,” and Gabriel Engeland, hereinafter referred to as “Engeland.”

RECITALS

WHEREAS, it is the desire of the City Council to establish the terms and conditions of employment of Engeland to the position of City Manager of the City of Los Altos, including the duties, salary, and benefits of employment; and

WHEREAS, on June 22, 2021, City and Engeland entered into an agreement entitled “City Manager Employment Agreement (“Agreement”); and

WHEREAS, the effective date of the Agreement was July 19, 2021; and

WHEREAS, in July 2022, the Council appointed an ad hoc committee to negotiate an amended Agreement with Engeland; and

WHEREAS, the ad hoc committee met with Engeland September 1, 2022, and received requests from Engeland for possible amendments to the Agreement; the intent of the committee was to negotiate an amendment to the Agreement; and

WHEREAS, the City desires to amend Section 1.C to replace the fixed term with an at-will status; and

WHEREAS, the City desires to remove Section 1.D in its entirety to conform with the changes to Section 1.C; and

WHEREAS, pursuant to Section 2.A.2, the City desires to amend the Agreement to increase the annual base salary for Engeland from \$245,095 to \$257,595; to be effective at the first pay period beginning after July 1, 2022; and

WHEREAS, the City desires to amend Section 4.B to extend the limited term to provide Housing Assistance or until Engeland decides to purchase a primary residence pursuant to section 4.B.2; and

WHEREAS, Engeland is agreeable to these changes and to continuing employment with the City; and

NOW THEREFORE, in consideration of the respective and mutual covenants hereinafter contained and made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agree, and subject to all the terms and

conditions hereof, the parties hereby amend the following sections of the Agreement as follows:

1. Section 1.C is hereby deleted and replaced with the following new section:
Term of Agreement. This Agreement shall be effective from July 19, 2021, and will remain in force and effect until terminated as provided herein, Engeland resigns, or Engeland dies or becomes incapacitated or otherwise unable to perform the duties hereunder. Nothing in this Agreement shall prevent, limit, or otherwise interfere with (a) Engeland’s at-will status; (b) the right of the City to terminate the services of Engeland as provided herein; or (c) the right of Engeland to resign from his position as provided herein.
2. Section 1.D Agreement Term Renewal is hereby deleted in its entirety.
3. Section 2.A.1 is modified by inserting the following sentence after the first sentence: “Engeland’s Base Salary shall increase to Two Hundred Fifty-seven Thousand Five Hundred Ninety-five Dollars (\$257,595) effective the first pay period after July 1, 2022.”
4. Section 4.B.1 is hereby deleted and replaced with the following new section:
Housing Assistance: The Parties contemplate that, starting on the Effective Date, the city will provide assistance to Engeland for the rental or lease of housing in Los Altos through a cash payment to be dispersed to Engeland in equal payments monthly. The City will bear the actual and reasonable monthly rental or lease cost in the amount of Two Thousand Five Hundred (\$2,500) Dollars per month, which shall not exceed a total annual amount of Thirty Thousand (\$30,000) Dollars. The City shall provide this Housing Assistance until 6 years following the Effective date of the contract or until Engeland decides to purchase a primary resident pursuant to Section 4(B)(2) below, whichever occurs first. Such housing shall be located within the corporate limits of the City. This housing assistance shall not be considered pensionable compensation pursuant to government code Section 7522.34(c)(7). Engeland will keep accurate records related to such lease or rental payments.
5. All remaining sections and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed and is made effective as of the date set forth above.

GABRIEL ENGELAND

CITY OF LOS ALTOS

By Anita Enander, Mayor

ATTEST:

Angel Rodriguez, City Clerk

APPROVED AS TO FORM:

Jolie Houston, City Attorney