



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

July 9, 2019

SUBJECT: Amendment #1 to Finance Director Employment Agreement

PREPARED BY: Jim Goodwin, City Manager

Recommendation

Staff recommends approving the agreement as presented.

Background/Discussion

The attached Amendment to the employment agreement reflects the outcome of recent negotiation with the Finance Director.

Alternatives

The City Council may choose not to approve the proposed Amendment #1 to the Employment Agreement.

Fiscal Impact

Sufficient funding has been appropriated in the FY 2019/2020 budget.

Attachments

1. Amendment #1 to Employment Agreement with Susan Mahoney, Finance Director

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF WHEATLAND AND SUSAN MAHONEY
FOR FINANCE DIRECTOR SERVICES**

**THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
(AMENDMENT)** is made and entered into effective July 1, 2019 by and between the **CITY OF WHEATLAND (CITY)** and **SUSAN MAHONEY (EMPLOYEE)**, and is based on the Recitals and matters set forth herein.

RECITALS

- A. **EMPLOYEE** serves as **CITY's** Finance Director pursuant to an Agreement dated June 6, 2017 (the "**ORIGINAL AGREEMENT**").
- B. Following negotiations between the **EMPLOYEE** and **CITY**, and in consideration of the good and valuable services **EMPLOYEE** has been performing for **CITY** under the **AGREEMENT**, and **CITY's** desire to retain **EMPLOYEE** to continue to perform those services, the **PARTIES** desire to amend the **ORIGINAL AGREEMENT** to include the additional provisions stated below.
- C. Collectively, the **ORIGINAL AGREEMENT** and this **AMENDMENT** will be referred to hereafter as the "**AGREEMENT**" and will constitute the entire understanding and agreement of the **PARTIES**.

IN CONSIDERATION of the mutual covenants contained herein and for good and valuable consideration, the **PARTIES** agree as follows:

**SECTION 1
Modification of Paragraph 5 (a)**

Subparagraph (a) of Paragraph 5 of the **ORIGINAL AGREEMENT** is amended to read as follows:

- (a) For all services rendered by Employee under this Agreement on or after July 1, 2019, City shall pay to Employee a salary in the amount of \$83.00 per hour. Salary shall be paid at the times and in the same manner as other City employees are paid. Employee shall be allowed to participate in the ICMA 401 (a) Money Purchase Plan established by City under the same terms as City's miscellaneous employees are allowed to participate. In addition, Employee shall be entitled to receive any cost of living or similar increase granted by City to all other City employees during the Term of this Agreement after July 1, 2020.

SECTION 2
Addition of Paragraph 5 (f)

The **ORIGINAL AGREEMENT** is amended to include a new subparagraph (f) in Paragraph 5, to read as follows:

- (f) **CITY** shall provide **EMPLOYEE** with a life insurance policy of \$75,000 on the same terms as provided to other **CITY** employees.

Except as specifically modified by the terms of this **AMENDMENT**, the provisions of the **ORIGINAL AGREEMENT** are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this **AMENDMENT** on the date set forth below.

Dated: _____
Susan Mahoney, Employee

Dated: _____
Joe Henderson, Mayor

ATTEST:

Lisa Thomason, City Clerk