

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT BETWEEN
CITY OF VALLEJO
AND
CITY ATTORNEY**

JUN 29 2018 11:05

This First Amendment to the Employment Agreement between Claudia Quintana, an individual, referred to as "City Attorney" and the City of Vallejo, a municipal corporation, referred to as "City", is made and entered into on this 25th day of June, 2018.

RECITALS

WHEREAS, the City of Vallejo has employed Claudia Quintana as City Attorney for the City of Vallejo pursuant to an employment agreement dated July 24, 2012, with an effective date of July 1, 2012; and;

WHEREAS the parties wish to modify the agreement as set forth below;

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained in the original Employment Agreement and herein, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. Amendments to Section 4.A.

A. Section 4.A (1) of the Agreement (**Compensation & Required Employer Costs**) shall be modified to add subsection (d) to read as follows:

"(1) **Base Salary**

[...]

(d) Effective July 1, 2017, the annual salary for the position of City Attorney shall be Two Hundred Nine Thousand, Two Hundred Ninety Six and fifteen cents (\$209,296.15), which represents a 2% raise plus a 5.77% rollover of the previously granted Management Incentive Pay. "

B. Section 4A(3) of the Agreement shall be modified to read as follows.

"(3) **Administrative Leave.**

Effective July 1, 2017, in recognition of the extraordinary hours necessary to be worked by the City Attorney, and due to the Management Incentive Pay being abolished for unrepresented executive employees effective July 1, 2017, the City Attorney shall be provided with 80 hours of paid administrative leave per year to be taken at her discretion. Paid administrative leave shall not accrue year to year."

2. **Integration.** This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically

revised herein, all terms and conditions of the Agreement shall remain in full force and effect.

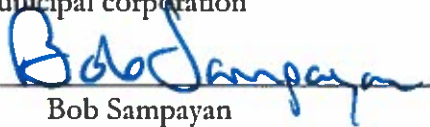
3. **Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, the provisions of this First Amendment shall control in all respects.
4. **Ambiguities.** The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.
5. **Counterparts.** This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.
6. **Authority.** The persons signing this First Amendment on behalf of each party hereby represent and warrant that he or she is fully authorized to sign this First Amendment.

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

CITY OF VALLEJO,
a municipal corporation

City Attorney

BY:


Bob Sampayan
Mayor

BY:


Claudia Quintana

ATTEST:


Dawn Abrahamson
City Clerk

APPROVED AS TO FORM:

Special Counsel

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CITY OF VALLEJO,
a municipal corporation

BY: Bob Sampayan

Bob Sampayan
Mayor

City Attorney

BY: Claudia Quintana

Claudia Quintana

ATTEST: _____

Dawn Abrahamson
City Clerk

APPROVED AS TO FORM:

Claudia Quintana
Special Counsel