

RESOLUTION NO. 5326

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD/CITY COUNCIL AS BOARD TO THE SUCCESSOR AGENCY TO THE SOLEDAD REDEVELOPMENT AGENCY/SOLEDAD HOUSING AUTHORITY EXECUTIVE BOARD APPROVING AMENDMENTS TO THE EMPLOYMENT AGREEMENT FOR CITY MANAGER/SUCCESSOR AGENCY DIRECTOR/HOUSING AUTHORITY DIRECTOR SERVICES WITH MICHAEL McHATTEN

WHEREAS, after a thorough recruitment process, the City of Soledad/Successor Agency and Housing Authority negotiated and entered into an Employment Agreement for City Manager/Director/Director services with Michael McHatten on December 7, 2016; and

WHEREAS, the Council, Boards and McHatten have agreed to two minor amendments to the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad, the City Council as the Board of the City of Soledad as Successor Agency to the Soledad Redevelopment Agency and the Board of the Soledad Housing Authority, that the "First Amendment to Employment Agreement," a copy of which is attached hereto as **Exhibit A** and by this reference incorporated herein, which amends Section 3.Duties and Section 4.E of the "Employment Agreement City Manager/Successor Agency Director/Housing Authority Director" between the City/Successor Agency/Housing Authority and Michael McHatten, is hereby approved. The Mayor/Chair/Chair is hereby authorized to execute said Amendment on behalf of the City/Successor Agency/Authority.

BE IT FURTHER RESOLVED, that the City's Administrative Specialist is hereby directed to append the Amendment to City Manager/Director/Director McHatten's original Employment Agreement.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 2nd day of August, 2017, by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher Bourke, Anna Velazquez, Carla Stewart, Mayor Pro Tem Alejandro Chavez and Mayor Fred Ledesma

NOES, Councilmembers: None

ABSENT, Councilmembers: None

ABSTAIN, Councilmembers:

None



FRED J. LEDESMA, Mayor

ATTEST



MICHAEL McHATTEN, City Clerk



**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT CITY
MANAGER/SUCCESSOR AGENCY DIRECTOR/HOUSING AUTHORITY DIRECTOR**

THIS FIRST AMENDMENT is made by and between the CITY OF SOLEDAD, a municipal corporation, the City of Soledad as the Successor Agency to the Soledad Redevelopment Agency and the Soledad Housing Authority, hereinafter collectively referred to as "EMPLOYER," and Michael McHatten, hereinafter called "McHatten."

In consideration of the mutual covenants contained herein, the parties agree to the following amendments to the referenced provisions of that "Employment Agreement City Manager/Successor Agency Director/Housing Authority Director" (hereafter the "Agreement"), approved by the City Council/Successor Agency/Housing Authority by way of Joint Resolution No. 5260 on December 7, 2016:

1. **Section 3. Duties**, paragraph 3, is amended as follows:

"In order to facilitate the foregoing duties, McHatten shall have authority to enter into contracts on behalf of the City/Successor Agency/Housing Authority on an administrative basis in an amount up to but not to exceed ~~Ten~~ Twenty Five Thousand Dollars (\$~~10~~25,000.00). McHatten shall report all contracts entered into in the amount of Five Thousand Dollars (\$5,000.00) or greater in a weekly administrative report to the Council. In the event City Staff ceases preparation of administrative reports, McHatten shall report such contracts via written communication in each month's Council meeting agenda."


2. **Section 4. Salary and Benefits**, subsection E., is amended as follows:

"Upon production of receipts, McHatten shall be entitled to a one-time reimbursement in an amount up to and not to exceed ~~Two~~ Four Thousand Five Hundred Dollars (\$~~2~~4,500.00) for relocation expenses. Such expenses shall be limited to the cost of packing, loading, transporting, unloading and unpacking household goods and personal property. Authorized relocation expenses must be repaid to the CITY if McHatten terminates his employment pursuant to Paragraph 13 at the following rate: termination within twelve (12) months of the hire date- 100% of relocation expenses; termination after twelve (12) months but less than eighteen (18) months of hire date-50%. No repayment is required after eighteen (18) months of employment. EMPLOYER is not responsible for taxes due on payment or relocation expenses."

3. With the exceptions noted above, all other terms and conditions of the Agreement shall remain in full force and effect.

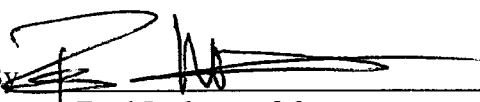
[signatures begin on the following page]

IN WITNESS WHEREOF, said parties have executed this Agreement on the 2nd day of August, 2017.

By 

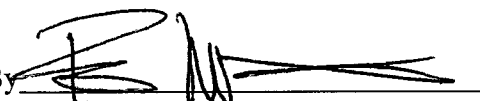
Michael McHatten

CITY OF SOLEDAD

By 

Fred Ledesma, Mayor

CITY OF SOLEDAD AS SUCCESSOR AGENCY TO THE SOLEDAD REDEVELOPMENT AGENCY

By 


Fred Ledesma, Chair

CITY OF SOLEDAD HOUSING AUTHORITY

By 

Fred Ledesma, Director

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney