

**RESOLUTION NO. 5381**

**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 AMENDMENT NO. 2 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**, per Section 9 of the Agreement, the City Council is to perform an annual evaluation of McHatten's job performance, and said evaluation was completed on March 7, 2018; and

**WHEREAS**, as a result of said evaluation, the City Council has agreed to two amendments to McHatten's Employment Agreement, adjusting the total compensation for year two of the Agreement by 4.5% and providing thirty-two (32) additional hours, for a new total of seventy-two, of compensatory leave.

**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 "Second Amendment to Employment Agreement," a copy of which is attached hereto as **Exhibit "A"** and by this reference incorporated herein, which amends Subsection A. of Section 4, Salary and Benefits, and Section 6. Vacation-Sick Leave-Administrative Compensatory Time off-General Leave 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 special meeting duly held on the 21<sup>st</sup> day of March, 2018, by the following vote:

**AYES**, and in favor thereof, Councilmembers: Christopher Bourke, Mayor Fred Ledesma and Mayor Pro Tem Alejandro Chavez

NOES, Councilmembers:

None

ABSENT, Councilmembers: Stewart

ABSTAIN, Councilmembers: None



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FRED J. LEDESMA, Mayor

ATTEST:



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MICHAEL McHATTEN, City Clerk

**AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT - CITY  
MANAGER/SUCCESSOR AGENCY DIRECTOR/HOUSING AUTHORITY DIRECTOR**

THIS AMENDMENT NO. 2 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 4. Salary and Benefits**, subsection A, is amended as follows:

A. For all services to be rendered by McHatten under this Agreement, EMPLOYER shall pay McHatten One Hundred and Sixty Thousand Dollars (\$160,000.00) per year. Salary shall be payable in equal bi-weekly installments. Commencing in January of 2018, McHatten's salary shall be increased to One Hundred Sixty Seven Thousand, Two Hundred Dollars (\$167,200.00) per year.

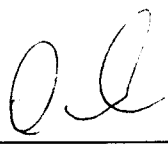
2. **Section 6. Vacation-Sick Leave-Administrative Compensatory Time Off-General Leave - Salary and Benefits**, paragraph two, is amended as follows:

"In light of the fact that McHatten must devote a great deal of time outside of normal office hours to the business of EMPLOYER, McHatten shall also be entitled to forty (40) hours of compensatory leave per year, allocated in one lump sum on July 1 of each calendar year, which shall be used to supplement regular compensation for hours spent fulfilling McHatten's duties. McHatten shall receive a pro rata share of his allocation, or twenty (20) hours for Fiscal Year 2016-2017. Commencing in Fiscal Year 2018-2019, McHatten's compensatory leave shall be increased to seventy-two (72) hours per year. All such leave must be used prior to, or within thirty (30) days, of June of each fiscal year in which it is accrued. McHatten shall not have the right to cash out or have EMPLOYER buy back administrative leave.


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 \_\_\_ day of March, 2018.

By   
\_\_\_\_\_  
Michael McHatten

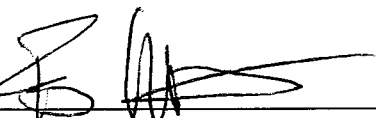
**CITY OF SOLEDAD**

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