

**AMENDMENT NO. 1 TO CITY MANAGER CONTRACT**

**Pursuant to action taken by the City Council at the Regular City Council Meeting of October 23, 2018, Section 6 of the City of Hercules Agreement with David Biggs for City Manager/Executive Director Services is hereby amended to include a new Subsection 6(B)(3) to read as follows:**

**6. Compensation.**

**A. Salary.**

The City agrees to pay Biggs for the performance of his duties and functions an annual salary of \$220,000.00, less legally required deductions.

Salary will be paid in installments at the same time that other employees of the City are paid. Any adjustment to Biggs' salary must be pursuant to a resolution of the Council. Biggs shall not be entitled to receive payment or credit for, and City shall not pay or credit Biggs for, overtime, compensated time off in lieu of overtime, or other compensation except as expressly provided in this Agreement. Biggs acknowledges that the position of City Manager is exempt from the provisions of the Fair Labor Standards Act (FLSA).

**B. Benefits.**

During the Term of this Agreement and his employment hereunder, Biggs shall be entitled to receive benefits on the same terms and conditions as other senior management employees of the City, as provided for in the Senior Management Employment Agreement. In addition, Biggs shall receive:

1. Vacation accrual at the 20 year rate level, and a one- time bank of ten (10) vacation days upon commencement of employment.
2. A one-time bank of five (5) additional sick days upon commencement of employment.
3. **In accordance with revised Pay Plans for senior management employees adopted by the City Council on October 23, 2018, Biggs shall pay 3% of the Employer CalPERS contribution offset by an additional 2% wage increase effective upon implementation.**

Some benefits may change during the course of Biggs' employment. Employees are noticed regarding any changes in benefits. Except as expressly set forth in this Agreement, Biggs shall be entitled to the same benefits as those provided to senior management employees generally, but shall not be entitled to or be paid for any other benefits available to certain non-senior management employees of the City; for example, uniform allowances for police officers and public works employees.

C. One Time Moving Allowance.


Biggs shall be provided a one-time moving allowance to be applied to relocation expenses incurred within the three year Term of this Agreement. Biggs shall provide the City with three estimates for the cost of relocation and moving expenses, and City shall reimburse Biggs within thirty (30) days for such costs the amount equal to the lowest estimate provided by Biggs, or \$15,000, whichever is lowest.

D. Incentive.

As a retention incentive, if after the end of the three year Term of this Agreement, Biggs continues as City Manager on a year-to-year basis for two full years, City agrees to pay Biggs, in addition to an annual salary of \$220,000.00, a 10% bonus for each of years four and five, for a total bonus of \$44,000.00, less legally required withholdings, to be paid within thirty (30) days after the conclusion of his fifth year as City Manager. The bonus is not part of his annual salary and no portion of the bonus shall be awarded to Biggs unless he has completed his fifth year as City Manager, except that Biggs would receive a pro rata portion of the bonus if the City were to terminate Biggs without cause at any time during years four or five.

City of Hercules

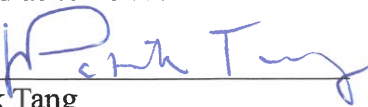
By:   
Chris Kelley, Mayor

  
David Biggs

ATTEST:

  
Lori Martin, MMC  
Administrative Services Director/City Clerk

Approved as to Form:

  
J. Patrick Tang  
City Attorney