

RESOLUTION NO. 20-012

**A RESOLUTION OF THE CUPERTINO CITY COUNCIL
APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF CUPERTINO AND DEBORAH FENG, CITY MANAGER,
AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT**

WHEREAS, THE City Council has conducted its six-month review, per Section 2.03, Performance Evaluation Procedures, of the Employment Agreement for City Manager, Deborah Feng (“Agreement”); and

WHEREAS, the City Council desires to pay the City Manager a one-time performance bonus of \$19,000 and advance the City Manager’s vacation such that the City Manager shall be deemed to have accrued three weeks’ (120 hours) vacation as of January 21, 2020, which shall be 100% of the vacation the City Manager is eligible to accrue during the first year of employment. On the one-year anniversary of employment, the City Manager shall begin to accrue three weeks’ vacation for the second year of employment.

WHEREAS, the terms, conditions and provisions of the First Amendment to the Agreement have been reviewed and approved by the Director of Administrative Services;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the aforementioned First Amendment to the Agreement and authorizes the Mayor to execute said amendment on behalf of the City of Cupertino.

BE IT FURTHER RESOLVED that this Resolution is not a project under the requirements of the California Quality Act of 1970, together with related State CEQA Guidelines (collectively, “CEQA”) because it has no potential for resulting in physical change in the environment. In the event that this Resolution is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility that the action approved may have a significant effect on the environment. CEQA applies only to actions which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. In this circumstance, the amendment to the Employment Agreement would have no or only a de minimis impact on the environment. The foregoing determination is made by the City Council in its independent judgment.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Cupertino this 21st day of January 2020, by the following vote:

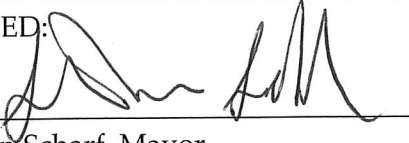

Vote Members of the City Council

AYES: Scharf, Paul, Chao, Sinks

NOES: None

ABSENT: Willey

ABSTAIN: None

SIGNED:  _____ Steven Scharf, Mayor City of Cupertino	<u>2/5/20</u> _____ Date
ATTEST:  _____ Kirsten Squarcia, City Clerk	<u>2/5/20</u> _____ Date

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT FOR CITY MANAGER

This First Amendment to Employment Agreement for City Manager (“First Amendment to Agreement”) is made and entered into this 5TH day of ~~January~~ ^{February} 2020, by and between the CITY OF CUPERTINO, STATE OF CALIFORNIA, a Municipal Corporation, by and through its City Council (“EMPLOYER”), and Deborah L. Feng (“EMPLOYEE” and, together with EMPLOYER, the “PARTIES”).

RECITALS:

- A. On April 8, 2019, EMPLOYER and EMPLOYEE entered the Employment Agreement for City Manager (“Agreement”) governing EMPLOYEE’S employment as Cupertino City Manager.
- B. The PARTIES now wish to amend the Agreement with this First Amendment to Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the PARTIES agree as follows:

- 1. Section 2.03 of the Agreement titled “Performance Evaluation Procedures” shall be amended to provide that EMPLOYEE shall be reviewed and evaluated next in July 2020.
- 2. Section 3.01 of the Agreement titled “Compensation” shall be amended to provide that EMPLOYER shall pay EMPLOYEE a one-time performance bonus of Nineteen Thousand Dollars (\$19,000).
- 3. Section 4.02 of the Agreement titled “Vacation and Sick Leave” shall be amended to provide that EMPLOYEE’S vacation shall be advanced such that EMPLOYEE shall be deemed to have accrued three (3) weeks’ (120 hours) vacation as of January 21, 2020, which shall be 100% of the vacation EMPLOYEE is eligible to accrue during the first year of employment under Section 4.02 of the Agreement. On the one-year anniversary of EMPLOYEE’S employment (June 3, 2020), EMPLOYEE shall begin to accrue three (3) weeks’ vacation for the second year of employment in the normal course in accordance with Section 4.02 of the Agreement.

4. All other terms and conditions of the Agreement shall be unchanged and in full force and effect.

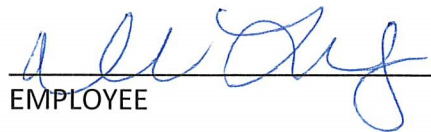
IN WITNESS WHEREOF, EMPLOYER has caused this First Amendment to Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and EMPLOYEE has signed and executed this First Amendment to Agreement for City Manager, both in duplicate, the day and year first above written.


ATTEST:

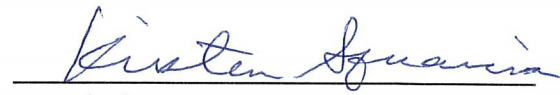
CITY OF CUPERTINO

Date: 1.30.2020


Date: 2/5/20


EMPLOYEE


Mayor


City Clerk

APPROVED AS TO FORM:


City Attorney

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