

AN ORDINANCE

AMENDING THE CITY MANAGER EMPLOYMENT AGREEMENT

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WHEREAS, the City Council members have evaluated the City Manager's performance; and,

WHEREAS, the City Council has determined that the City Manager should receive a merit increase in her annual base salary and other adjustments; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager's Employment Agreement is hereby amended to incorporate the terms set out herein.

SECTION 2. Effective May 1, 2009, the City Manager's annual base salary shall be \$315,000; effective May 1, 2010, the Manager's annual base salary shall be \$335,000 (provided however, the salary shall be \$325,000 if no cost of living increase is approved by the Council for the non-uniformed employees at the beginning of the fiscal year 2009-2010); effective May 1, 2011, the manager's annual base salary shall be \$355,000 (provided however, the salary shall be \$345,000 if no cost of living increase is approved by the Council for the non-uniformed employees at the beginning of the fiscal year 2010-2011).

SECTION 3. Effective January 1, 2009, the City of San Antonio shall contribute the maximum sum allowed by law to a deferred compensation plan of the City Manager's choice, as an additional employment benefit, but in no event to exceed \$35,000 in 2009, \$40,000 in 2010, and \$45,000 in 2011. On December 31, 2009, the City shall pay to the Manager retention incentive pay in the sum of \$35,000, less the total contribution paid by the City to the deferred compensation plan in that year. On December 31, 2010, the City shall pay to the Manager retention incentive pay in the sum of \$40,000, less the total contribution paid by the City to the deferred compensation plan in that year. On December 31, 2011, the City shall pay to the Manager retention incentive pay in the sum of \$45,000, less the total contribution paid by the City to the deferred compensation plan in that year.

SECTION 4. The City Manager will be allowed to serve as an instructor at an institution of higher education.

SECTION 5. Severance pay under the Agreement shall be revised to reflect that if involuntary termination occurs during 2009, the City shall pay 15 months, of her then current base salary; if it occurs during 2010, the City shall pay 18 months of her then current base salary; if involuntary termination occurs during the calendar year 2011, the City shall pay 21 months of the Manager's then current base salary.

MS/rg
12/11/08
#48

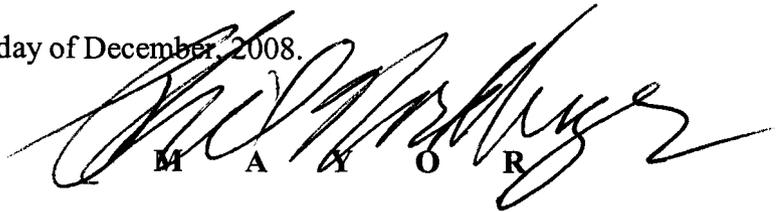
SECTION 6. The City Manager shall be allowed to "carry forward" 183 days of annual leave accumulated from year to year.

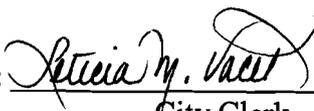
SECTION 7. The Mayor is authorized to execute an amendment to the City Manager Employment Agreement executed on September 29, 2005, and amended on December 6, 2007, to evidence these changes.

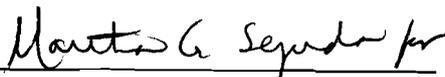
SECTION 8. The Director of Finance is directed to identify the source of funds and to perform the actions necessary to carry out the purpose and obligations of this Ordinance.

SECTION 9. This ordinance shall take effect immediately upon passage by eight affirmative votes.

PASSED AND APPROVED this 11th day of December, 2008.


M A Y O R

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 48

Name:	48
Date:	12/11/2008
Time:	04:46:40 PM
Vote Type:	Motion to Approve
Description:	An Ordinance amending the City Manager Employment Agreement. [Michael Bernard, City Attorney]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x			x	
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7			x			
Diane G. Cibrian	District 8		x				x
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

This Second Amendment to the City Manager Employment Agreement dated September 29, 2005 (101324), as amended by the First Amendment dated December 6, 2007 (2007-12-06-1265), is entered into by the City of San Antonio and Sheryl Sculley, City Manager, and is authorized by Ordinance No. 2008-12-11-1177, approved December 11, 2008 (collectively, the "Agreement"). All defined terms in the Agreement have the same meanings herein.

1. Paragraph 2. Compensation is amended by adding the following provisions inserted before the last sentence of the paragraph:

"Effective May 1, 2009, the Manager's annual base salary shall be \$315,000; effective May 1, 2010, the Manager's annual base salary shall be \$335,000 (provided, however, the salary shall be \$325,000 if no cost of living increase is approved by the Council for the non-uniformed employees at the beginning of the fiscal year 2009-2010); effective May 1, 2011, the Manager's annual base salary shall be \$355,000 (provided, however, the salary shall be \$345,000 if no cost of living increase is approved by the Council for the non-uniformed employees at the beginning of the fiscal year 2010-2011)."

2. Paragraph 3. Professional Development and Membership Expenses is amended by adding the following sentence to the end of the paragraph:

"The Manager may teach part-time at an institution of higher education provided same does not materially affect the performance of Manager's duties under the Agreement."

3. Paragraph 5. Termination – Severance Pay is amended by deleting the first subsection (a) and replacing it with the following subsection (a):

"(a) If involuntary termination occurs during the calendar year 2009, there shall be paid fifteen (15) months of her then current base salary; if involuntary termination occurs during the calendar year 2010, there shall be paid eighteen (18) months of her then current base salary; if involuntary termination occurs during the calendar year 2011, there shall be paid twenty-one (21) months of her then current base salary. Payments under this paragraph may be made in one lump sum or over time, whichever Manager elects; and "

4. Paragraph 7(d). Leave is amended by changing the number "one hundred twenty (120)" in the second sentence to "one hundred eighty-three (183)" and the number "one hundred forty-five (145)" in the last sentence to "one hundred eighty-three (183)."

5. Paragraph 10. Participation in Texas Municipal Retirement System and Deferred Compensation Plan is revised by deleting Paragraph b and inserting instead:

"b. Effective January 1, 2009, the City shall annually contribute to a deferred compensation plan of the Manager's choice the maximum sum allowed by law as an additional employment benefit, but in no event to exceed \$35,000 in 2009, \$40,000 in 2010 and \$45,000 in 2011. On December 31, 2009, the City shall pay to the Manager retention incentive pay in the sum of \$35,000, less the total contribution paid by the City to the deferred compensation plan in that year. On December 31, 2010, the City shall pay to the Manager retention incentive pay in the sum of \$40,000, less the total contribution paid by the City to the deferred compensation plan in that year. Likewise, on December 31, 2011, the City shall

pay to the Manager retention incentive pay in the sum of \$45,000.00, less the total contribution paid by the City to the deferred compensation plan in that year.”

6. All other provisions of the Agreement shall remain in full force and effect, except as amended by this Second Amendment pursuant to Ordinance No. 2008-12-11-1177 approved December 11, 2008.

Executed this 17th day of December, 2008.



ATTEST:
City Clerk

Lucy M. Reed

Employer:
City of San Antonio, Texas

By:

Phil Hardberger
Phil Hardberger
Mayor

Manager:

Sheryl Sculley
Sheryl Sculley
City Manager

Approved as to form:

Michael D. Bernard

Michael D. Bernard
City Attorney