RESOLUTION NO. 26-13446

A RESOLUTION OF THE CITY OF CAMPBELL CITY COUNCIL ADJUSTING THE CITY MANAGER SALARY TO PROVIDE FOR A MARKET ADJUSTMENT

WHEREAS, the City of Campbell first entered into an agreement with Brian Loventhal for City Manager Services (" Agreement"), on December 5, 2016; and

WHEREAS, the Agreement has since been amended and the current terms between the parties are reflected in a Third Amended Agreement for City Manager Services ("Third Amended Agreement"), approved by the City Council on September 5, 2026 by way of City Council Resolution 13044; and

WHEREAS, the Third Amended Agreement specifically authorizes the City Council to adjust the salary of the City Manager by way of a City Council resolution; and

WHEREAS, on August 18, 2026, the City Council concluded its yearly performance evaluation of the City Manager; and

WHEREAS, based on that evaluation, the City Council desires to adjust the City Manager's salary by five percent (5%) to reflect a market adjustment, effective the first pay period of July 2026; and

WHEREAS, this adjustment is consistent with the compensation of city managers in other comparable agencies;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Campbell does hereby approve a five percent (5%) market adjustment to the City Manager's salary, effective the first pay period in July 2026.

PASSED AND ADOPTED this 6th day of October, 2026, by the following roll call:

AYES: Councilmembers: Lopez, Hines, Bybee, Furtado
NOES: Councilmembers: None
ABSENT: Councilmembers: Scozzola

APPROVED:

Daniel E. Furtado, Mayor

ATTEST:

Andrea Sanders, City Clerk

RESOLUTION NO. 13044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMPBELL AUTHORIZING THE AMENDMENT OF THE AGREEMENT FOR CITY MANAGER SERVICES TO ADJUST THE SALARY FOR THE CITY MANAGER AND PROVIDE FOR COST-OF-LIVING ADJUSTMENTS; AND, AUTHORIZING AN AMENDMENT TO THE CITY'S ANNUAL SALARY SCHEDULE FOR THE CITY MANAGER CLASSIFICATION

WHEREAS, the City Council entered into an agreement with Brian Loventhal for City Manager Services ("Agreement"), effective December 5, 2016; and

WHEREAS, Section 2.16.020 of the Campbell Municipal Code provides that compensation for all appointed officers and employees of the City shall be fixed by Resolution; and

WHEREAS, California Public Employees' Retirement System ("CalPERS") issued Circular Letter 200-050-16 dated November 4, 2016, as a reminder to employers of the requirements for compensation earnable and publicly available salary schedules; and

WHEREAS, all employers must comply with the compensation earnable and publicly available salary schedules provisions contained within California Government Code Section 20636(d) and California Code of Regulations 570.5; and

WHEREAS, it is necessary for the City Council to review and duly approve and adopt in accordance with requirements of applicable public meetings laws a publicly available salary schedule; and

WHEREAS, on June 20, 2023, the City Council concluded its yearly performance evaluation of Brian Loventhal ("City Manager"); and

WHEREAS, based on that evaluation, the City Council desires to approve an amendment to the Agreement that would provide for a four percent (4%) salary increase, retroactively applied to the first full pay period of July 2023; and

WHEREAS, this increase is consistent with the negotiated cost-of-living adjustment given to all represented and unrepresented labor groups for Fiscal Year 2024, and maintains alignment with the compensation of city managers in other comparable agencies and with prevailing market trends; and

WHEREAS, the City Council further desires to amend the Agreement to provide for annual cost-of-living adjustments without the need for additional City Council approval; and

WHEREAS, California Government Code Section 3511.2 sets forth regulations regarding executive compensation; and

WHEREAS, it is within the City Council's purview to approve language in an executive contract that allows for an automatic adjustment to the City Manager's compensation provided it does not exceed a cost-of-living adjustment; and

WHEREAS, the City Council desires to amend the Agreement to provide for an annual cost-of-living adjustment pursuant to Government Code Section 3511.2 and consistent with those provided to all unclassified management employees, as long as the adjustment does not exceed the California Consumer Price Index for Urban Wage Earners and Clerical Workers, as calculated by the Department of Industrial Relations;

NOW, THEREFORE BE IT RESOLVED that the City Council hereby approves an amendment to the Agreement to adjust the salary of the City Manager to $348,420.80 per year to reflect a four percent (4%) salary increase, retroactively applied to the first full pay period of July 2023; and

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the Agreement to provide for an annual cost-of-living adjustment consistent with that provided to unclassified management employees, so long as said adjustment does not exceed the California Consumer Price Index for Urban Wage Earners and Clerical Workers, as calculated by the Department of Industrial Relations; and

BE IT FURTHER RESOLVED that the City Council hereby approves an amendment to the City's Annual Salary Schedule, as reflected in Exhibit A for the City Manager Classification.

PASSED AND ADOPTED this 5th day of September, 2023, by the following roll call vote:

AYES: Councilmembers: Lopez, Scozzola, Furtado, Landry, Bybee
NOES: Councilmembers: None
ABSENT: Councilmembers: None

APPROVED:

Anne Bybee, Mayor

ATTEST:

Andrea Sanders, City Clerk

THIRD AMENDED AGREEMENT FOR CITY MANAGER SERVICES

WHEREAS, on or about November 2, 2016, the CITY OF CAMPBELL (hereinafter referred to as "City") and BRIAN LOVENTHAL (hereinafter referred to as "City Manager") entered into an agreement appointing him as City Manager effective December 5, 2016; and

WHEREAS, City desires to continue to employ the services of City Manager; and

WHEREAS, City Manager desires to accept continued employment as city manager for the City; and

WHEREAS, the City desires to provide certain benefits, establish certain conditions of employment, and to set working conditions of the City Manager;

NOW, THEREFORE, for and in consideration of each other's mutual promises, the undersigned parties agree as follows:

1. City Manager agrees to continue to perform the functions and duties of the City Manager of City as set forth in applicable State or local laws, ordinances, resolutions and policies, as well as such instructions and assignments as may be given to him by the Campbell City Council, until terminated, as provided by this Third Amend Agreement for City Manager Services (hereinafter referred to as "Third Amended Agreement").

2. During his employment, City Manager shall receive the following salary and benefits:

   a. The City Manager shall earn an annual salary of $348,420.80 per year beginning the first full pay period in July 2023. This salary may be adjusted at any time by Resolution of the City Council. The City Council shall review the City Manager's Compensation annually, at such time as the City Council reviews the City Manager's performance pursuant to section 3 of this Third Amended Agreement. In addition, the City Manager shall receive an annual cost-of-living adjustment in an amount equal to that provided to City unclassified management employees by Resolution of the City Council, or equal to the California Consumer Price Index for Urban Wage Earners and Clerical Workers, as calculated by the Department of Industrial Relations, whichever is less;

   b. In addition to the foregoing salary, the City Manager shall receive an automobile allowance of $225 per month to compensate him for the use of his personal vehicle for City business. In addition, the City Manager shall accrue vacation at the rate of 5.85 hours per pay period; shall accrue sick leave in accordance with the sick leave accrual schedule for executive employees; and shall receive all other benefits normally and usually provided to City unclassified management employees as of June 28, 2021, unless specified herein or modified by Resolution of the City Council; provided, however that the City shall pay the full premium for any medical insurance coverage afforded for the City Manager and his family members;

   c. In addition to the foregoing salary, the City will make, in equal proportionate amounts each pay period, an annual contribution of $5,000 into an

account for the City Manager in the City approved Section 457 Deferred Compensation Plan. Such contribution is in addition to the City contribution made on behalf of all management employees;

d. The City Manager shall also be entitled to a monthly allowance of $40 to be used for a cellular phone service;

e. The City Manager shall also be entitled to such benefits as approved by Resolution of the City Council.

3. Each year, the City Manager shall work with the City Council to schedule an evaluation of the City Manager's performance annually to coincide with the fiscal year. The City Council may also schedule performance evaluations at such other times as the City Council deems necessary and appropriate. Notwithstanding this provision, failure of the City Council to conduct an evaluation to coincide with the fiscal year shall not be deemed to be a breach of this Third Amended Agreement by the City.

4. This Third Amended Agreement shall remain in effect from year to year until terminated.

5. Notwithstanding section 4 of this Third Amended Agreement, because an intimate and confidential relationship is necessary between the City Manager and the City, the City Manager understands and agrees that City Manager serves at the pleasure of City, and may be terminated at the will of City at any time and without prior notice, and without statement of reasons or grounds therefor. However, the City Manager shall not be removed during the sixty (60) day period following any change in membership of the City Council except upon a vote of at least four/fifths of the City Council.

6. In the event that the City Manager voluntarily chooses to resign his employment, he shall give the City Council at least thirty (30) days' advance written notice of his decision, so that the City Council may undertake a reasonable effort to find a successor.

7. Notwithstanding anything contained in paragraph 5 of this Third Amended Agreement, in the event that the City Manager is terminated by the City while the City Manager is willing and able to perform his duties under this Third Amended Agreement, then the City Manager shall be entitled to continue to receive the salary set forth in paragraph 2a of this Third Amended Agreement, for a period of six (6) months following his termination, provided that:

   a. The City Manager shall make himself reasonably available to the City during said six (6) month period to consult on City business; and

   b. The City Manager's termination is not due to an act of moral turpitude, a fraud against the City, a conviction of any illegal act involving personal gain to him, or any other act or omission on the part of the City Manager wholly inconsistent with his position or responsibilities.

Nothing contained in this section shall apply in the event of a voluntary resignation of the City Manager. Additionally, the compensation afforded under this section shall be the exclusive and sole remedy of the City Manager for any termination of his employment. This section provides for a full and final release of all known and unknown and unanticipated claims, injuries, damages, losses, demands, costs, liabilities, actions and causes of action that the City Manager may have against the City, now or in the future, arising out of his termination; and the City Manager waives all rights or benefits that the City Manager now has or in the future may have under the terms of Section 1542 of the Civil Code of the State of California, which section reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. The City's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant shall not be construed as the waiver of any term, condition, or covenant or waiver of the breach of any other term, condition, or covenant.

9. This Third Amended Agreement contains the entire agreement between the City and the City Manager relating to the matters contained herein. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Third Amended Agreement are of no force or effect. Subsequent modifications to this Third Amended Agreement shall be in writing and signed by both the City and the City Manager.

10. If any term, condition, or covenant of this Third Amended Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Third Amended Agreement shall be valid and binding on the City and the City Manager.

11. This Third Amended Agreement shall be governed and construed in accordance with the laws of the State of California.

12. This Third Amended Agreement may be executed in counterparts and will be binding as so executed on the date last executed.

The undersigned parties having read and understood the foregoing terms and conditions of this Third Amended Agreement hereby agree to be bound thereby.

EMPLOYER
CITY OF CAMPBELL

Dated: 10/2/2023

Anne Bybee
Mayor

EMPLOYEE

Dated: 9/28/25

Brian Loventhal
City Manager