

**SIXTH AMENDMENT TO AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SUNNYVALE AND
JOHN A. NAGEL**

THIS SIXTH AMENDMENT TO THE AGREEMENT FOR SERVICES is entered into this ____ day of July 2021, by THE CITY COUNCIL OF THE CITY OF SUNNYVALE (“City Council”) and JOHN A. NAGEL (“Employee”).

WHEREAS, on December 15, 2015, the City Council and Employee entered into an Agreement for Services (the “Agreement”); and

WHEREAS, on August 9, 2016, July 25, 2017, July 17, 2018, and July 30, 2019, and July 28, 2020, at its regular meetings, the City Council approved increases to the Employee’s salary; and

WHEREAS, on June 29, 2021, at its regular meeting, the City Council approved a four and one-half percent (4.5%) increase to the City Attorney’s salary and a one-time additional cashout of 100 hours from Employee’s Paid Time Off (“PTO”) balance.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 5, Subsection “A” is hereby amended to read as follows:

Section 5. Salary

- A. The Employee’s starting salary was set at two hundred five thousand dollars (\$205,000) per annum. Effective the pay period including July 17, 2016, the Employee’s salary was increased to two hundred sixteen thousand one hundred twenty-two dollars (\$216,122) per annum. Effective the pay period beginning July 16, 2017, the Employee’s salary was increased to two hundred twenty-two thousand six hundred sixty-nine dollars (\$235,573) per annum. Effective the pay period including July 17, 2018, the Employee’s salary shall be increased to two hundred forty-nine thousand seven hundred and eight dollars (\$249,708) per annum. Effective the pay period including July 28, 2019, the Employee’s salary shall be increased to two hundred sixty-four thousand six hundred ninety dollars (\$264,690) per annum. Effective the pay period including July 26, 2020, the Employee’s salary shall be increased to two hundred seventy-seven thousand nine hundred twenty-five dollars (\$277,920) per annum. Effective the pay period including July 11, 2021, the Employee’s salary shall be increased to two hundred ninety thousand four hundred thirty-two dollars (\$290,432) per annum.

2. Section 6, Subsection “B(1)” is hereby added to read as follows:

B(1). Additional PTO Cash Out in 2021 Calendar Year. In addition to any PTO cashout for which Employee is otherwise eligible, the City shall cash out 100 additional hours from Employee’s existing PTO balance in the pay period

including July 11, 2021, or as soon thereafter as practicable to implement such cashout.

3. All of the terms and conditions of the Agreement not specifically modified by this First Amendment remain in full force and effect.

WITNESS THE EXECUTION HEREOF, on the day and year first written above.

CITY OF SUNNYVALE

EMPLOYEE

By _____
LARRY KLEIN
Mayor

JOHN A. NAGEL

Dated: _____

Dated: _____

ATTEST:

DAVID CARNAHAN
CITY CLERK

APPROVED AS TO FORM:

MELISSA C. TRONQUET
ASSISTANT CITY ATTORNEY