

**AMENDMENT NO. 3 TO EMPLOYMENT AGREEMENT**

**City Attorney**

This Amendment No. 3 is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Santa Rosa (“City”) and Sue Gallagher, (“City Attorney” or “employee”).

**RECITALS**

WHEREAS, on April 18, 2017, the City and the City Attorney entered into an Employment Agreement approved by Council by Resolution No. RES-2017-061; and

WHEREAS, on June 26, 2018, the Council, by Resolution No. RES-2018-109, approved Amendment No. 1 to the Employment Agreement; and

WHEREAS, on December 3, 2019, the Council, by Resolution No. RES-2019-176, approved Amendment No. 2 to the Employment Agreement; and

WHEREAS, the City Attorney’s Employment Agreement provides that, “The City Attorney’s compensation shall change by the percentage of the cost of living salary adjustment, if any, paid to the City’s executive management employees for the 2018-19 fiscal year and each fiscal year thereafter. The City Attorney’s compensation shall also change by the benefits adjustment, if any, paid to the City’s executive management employees for the 2017-18 fiscal year and each fiscal year thereafter. In addition, upon completion of an annual performance evaluation as set forth in section 5, the City Council shall consider whether to provide a merit increase in the City Attorney’s salary subject to the maximum salary range establish for the City Attorney classification”; and

WHEREAS, on November 9, 2021, the Council, by Resolution No. RES-2021-193, adopted the Wages, Hours and Other Terms and Conditions of Employment for the City’s Unit 10 - Executive Management which included (1) a 3% cost of living salary adjustment effective November 7, 2021, (2) a 2.5% cost of living salary adjustment effective April 10, 2022, (3) a one-time non-pensionable lump sum payment of \$5,000 and (4) \$500 annually for wellness.

## AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the Employment Agreement for the City Attorney as follows:

1. Section 3. Salary:

The parties hereby agree to amend Section 3 Salary, to read as follows:

**“3. Salary.**

- a. The City Attorney’s annual compensation, including salary and benefits, shall be fixed from time to time by ordinance adopted by the City Council as required under the City Charter. The monthly salary, effective November 7, 2021, shall be nineteen thousand and nine hundred and sixty-nine dollars and sixty-four cents (\$19,969.64). The monthly salary, effective April 10, 2022, shall be twenty thousand and four hundred and sixty-eight dollars and eighty-eight cents (\$20,468.88).
  
- b. Subject to the limitations set forth in Government Code section 3511.2, the City Attorney’s compensation shall change by the percentage of the cost of living salary adjustment, if any, paid to the City’s executive management employees for the 2018-19 fiscal year and each fiscal year thereafter. Said cost of living increases shall not exceed the annual California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations, unless expressly approved by the Santa Rosa City Council. The City Attorney’s compensation shall also change by the benefits adjustment, if any, paid to the City’s executive management employee for the 2017-18 fiscal year and each fiscal year thereafter. In addition, upon completion of an annual performance evaluation as set forth in section 5, the City Council shall consider whether to provide a merit increase in the City Attorney’s salary subject to the maximum salary range established for the City Attorney classification. Whether to provide a merit increase, and the amount of any such increase, shall be in the exclusive discretion of the City Council, and such determinations shall be final. In setting the City

Attorney's annual compensation, the Council recognizes the City Attorney's salary should be set at a reasonable differential higher than the salaries of the attorneys whom she supervises, giving consideration for the comprehensive responsibilities of managing the City Attorney's Office.

c. Effective November 7, 2021, the City Attorney shall receive a one-time lump sum, non-pensionable payment of \$5,000."

2. Except as set forth herein, all other terms of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the day and year first above written.

MAYOR

CITY ATTORNEY

By: \_\_\_\_\_  
Chris Rogers

By: \_\_\_\_\_  
Sue Gallagher

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Assistant City Attorney