

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

City Manager

This Amendment No. 1 is dated this _____ day of _____, 2022, between the City of Santa Rosa (“City”) and Maraskeshia Smith, (“City Manager” or “employee”).

RECITALS

WHEREAS, the City and the City Manager entered into an Employment Agreement approved by Council on December 7, 2021 by Resolution No. RES-2021-221; and

WHEREAS, the City Manager’s Employment Agreement provides that, “the City Manager shall receive cost of living increases in salary, in accordance with the cost of living increases subsequently provided to other Executive Management employees of the City pursuant to the City’s Compensation Plan for Executive Management employees.”; and

WHEREAS, on November 9, 2021, the Council, by Resolution No. RES-2021-193, adopted a three-year Wages, Hours and other Terms and Conditions of Employment for Employees in the City’s Unit 10 – Executive Management (Unit 10 Agreement); and

WHEREAS, the Unit 10 Agreement provided a 2.5% cost of living salary adjustment effective April 10, 2022 and \$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 Manager as follows:

1. Section 4. Salary:

The parties hereby agree to amend Section 4 Salary, to read as follows:

“**4. Salary.** The City Manager’s salary shall be \$276,750.00 annually, effective April 10, 2022. Thereafter, the City Manager shall receive cost of living increases in salary, in accordance with the cost of living increases subsequently provided to other Executive Management employees of the City pursuant to the City’s Compensation Plan for Executive Management employees. 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. In addition, upon completion of each annual performance evaluation as set forth in Section 6, the City Council shall consider whether to provide a merit increase in the City Manager’s salary subject to the maximum salary range established for the City Manager classification. Whether to provide a merit increase, and the amount of any such increase, shall be in the exclusive discretion of the City Council.”

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. 1 as of the day and year first above written.

MAYOR

CITY MANAGER

By: _____
Chris Rogers

By: _____
Maraskeshia Smith

APPROVED AS TO FORM:

City Attorney