

**FOURTH AMENDED EMPLOYMENT AGREEMENT BETWEEN
CITY OF GRASS VALLEY AND TIM KISER**

This Fourth Amended Employment Agreement (“Agreement”) is effective as of _____, 2023 by and between the City of Grass Valley (“City”) and Tim Kiser (“City Manager” or “Employee”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Employee entered into an Employment Agreement (the “Original Agreement”) for his service in the position of City Manager effective September 12, 2017 and amended that Original Agreement effective September 1, 2020 (“First Amendment”), effective September 1, 2021 (“Second Amendment”), and effective June 26, 2022 (“Third Amendment”); and

WHEREAS, the City Council desires to extend Employee’s employment beyond the original expiration date in the Original Agreement and to convert the term of his at-will employment to an indefinite term; and

WHEREAS, the City Council desires to provide Employee with a Cost of Living Adjustment (COLA) retroactively and also prospectively while Employee continues to remain employed with the City; and

WHEREAS, the City Council desires to increase the City Manager’s retirement medical coverage premium allowance from \$500 to \$800 as of the effective date of this Agreement; and

WHEREAS, the Parties may modify the Original Agreement or Amendments thereto upon mutual written agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein the adequacy of which is hereby acknowledged by the Parties to be sufficient, the Parties agree as follows:

TERMS AND CONDITIONS

1. Section 3 (Term of Employment) of the Original Agreement is hereby amended and replaced by the following to read as follows:

“ 3. Term of Employment

Pursuant to the provisions of the Grass Valley City Charter, and City Municipal Code, City Manager serves at the pleasure of the City Council on an “at will” basis and has no vested right to his employment during the term of this Agreement, subject to the terms and provision of this Agreement as set forth below. City Manager’s employment with the City shall continue for an indefinite and unspecified period, until terminated by either Party under this Agreement.”

2. Section 5.A. (Compensation) of the Original Agreement as amended by the First, Second, and Third Amendments is hereby further amended and replaced with the following to read as follows:

“5. Compensation

A. The City Manager’s annual salary shall be \$237,228 effective September 12, 2023 (to reflect a COLA of 3% from City Manager’s previous \$\$230,318 annual salary). Any COLA earned from September 12, 2023 to date shall be paid to City Manager at the next regular scheduled pay date. For each subsequent calendar year starting January 1, 2024, City Manager’s annual salary is subject to the same COLA adjustments for the same effective dates as applied to the annual salaries of the City’s executive team (Directors, Fire Chief, Police Chief, etc.).”

3. Section 13.C.1. (Retirement Program and Deferred Compensation) of the Original Agreement is hereby amended and replaced with the following to read as follows:

“1. Employees who become subject to this Plan on or before July 1, 2011, who retire from the City in good standing, who have at least five years of Grass Valley service, who elect to retain CALPERS medical coverage and who are of full retirement age shall be entitled to payment of up to \$800 towards the CALPERS premium for a single party until such time as the Employee is eligible to receive Medicare or is hired and has healthcare coverage available from the new employment.”

4. All other terms, conditions, and provisions of the Original Agreement, and Amendments thereto, to the extent not modified by this Agreement, shall remain in full force and effect.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY
City of Grass Valley

EMPLOYEE
Tim Kiser

By: _____
Mayor

By: _____
Tim Kiser

Date: _____

Date: _____

Attest:

By: _____
Taylor Day
City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono
City Attorney

Date: _____