

**FIFTH AMENDMENT TO EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF
GRASS VALLEY AND TIM KISER**

This Fifth Amendment to Employment Agreement (hereinafter, this “Fifth Amendment”) is entered into and effective December 9, 2025 (the “Effective Date”) by and between the City of Grass Valley, a California municipal corporation (hereinafter, “City”), and Tim Kiser (hereinafter, “City Manager”) with respect to the following Recitals:

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”), effective June 26, 2022 (“Third Amendment”), and effective November 14, 2023 (“Fourth Amendment”); and

WHEREAS, the City Council desires to establish a salary floor for the City Manager of 103 percent of the next highest City employee salary; and

WHEREAS, consistent with that salary floor of 103 percent, the City Council desires to raise the City Manager’s salary to \$261,682.16 to meet the salary floor; and

WHEREAS, City and City Manager now wish to amend the Employment Agreement as provided in this Fifth Amendment.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, City and City Manager hereby agree as follows:

1. The Recitals above are true and correct and fully incorporated herein.
2. Section 5 (Compensation) is hereby amended to read as follows:

A. The City Manager’s annual salary shall be \$261,682.16, effective December 9, 2025.

B. The City Manager's annual salary shall not be less than 103 percent of the salary of the next highest City employee salary inclusive of all incentive pays, e.g., educational and longevity, the next highest paid City employee actually receives.

C. City Manager's compensation shall be reviewed at least annually in connection with the annual review required by section 14 below or at other times as may be determined by City Council. Further, it is understood that it is the intent of the City Council to increase salary, or other benefits referred to in this agreement during the term of this Agreement, dependent on the quality of job performance by City Manager and the City's fiscal condition.

4. Unless expressly amended in this First Amendment, all provisions, conditions, covenants, and terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Grass Valley has caused this Fifth Amendment to be signed on its behalf, and duly attested, and Tim Kiser signed this Fifth Amendment, to be effective on the Effective Date.

[Signatures appear on the following page.]

CITY OF GRASS VALLEY

CITY MANAGER

By: _____
Hilary Hodge, Mayor

By: _____
Tim Kiser

Date: _____

Date: _____

ATTEST

By: _____
Taylor Whittingslow, Deputy City
Manager and City Clerk

APPROVED AS TO FORM:

By: _____
David J. Ruderman, Assistant City
Attorney

Date: _____