

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

This Third Amended Employment Agreement (“Agreement”) is effective as of the ____ day of June, 2022 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”) and effective September 1, 2021 (“Second Amendment”); and

WHEREAS, the City Council desires to provide Employee with a Cost of Living Adjustment (COLA) in recognition of exemplary service to the City; and

WHEREAS, the City Council desires to reduce Personal Leave accrues by 8 hours: and

WHEREAS, parties may modify the Agreement 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 5 (Compensation) of the Original Agreement as amended by the First and Second Amendments is hereby further amended to read as follows:

“Section 5 – Compensation

A. The City Manager’s annual salary shall be \$223,600, effective June 26, 2022.

B. 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.

2. Section 8 Personal Leave of the Original Agreement is modified to reflect the reduction in 8 hours of Personal leave as follows:

8 Personal Leave (Paragraph B.)

B. The City Manager will be afforded banked personal and vacation leaves accrued with the City as of September 11, 2017. City Manager shall be paid one-half the value of his banked

sick leave accrued with the City as of September 11, 2017 (subject to applicable payroll taxes) and shall thereafter accrue no sick leave, it having been replaced with personal leave. Effective June 26, 2022, the City Manager shall accrue personal leave at a rate of 328 hours per year (12.62 hours biweekly). One twenty sixth (1/26) of such personal leave amount shall accrue each pay period.

3. All other terms, conditions, and provisions of the Original Agreement, 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: _____
Andy Heath
City Clerk

Date: _____

Approved as to form:

By: _____
Michael G. Colantuono,
City Attorney

Date: _____