

**FIRST AMENDMENT TO
AMENDED AND RESTATED
CITY CLERK EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT (“First Amendment”) TO THE AMENDED AND RESTATED CITY CLERK EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into in South San Francisco, California, this ___ day of _____, 2023 (“Effective Date”), by and between the CITY OF SOUTH SAN FRANCISCO, a municipal corporation, hereinafter referred to as “CITY”, and ROSA GOVEA ACOSTA, an individual, hereinafter referred to as "ACOSTA" (collectively referred to herein as “Parties”) :

WITNESSETH:

WHEREAS, ACOSTA is the duly elected City Clerk of the City and has served in this role since December 11, 2018. CITY and ACOSTA entered into a City Clerk Employment Agreement effective March 13, 2019. ACOSTA was reelected to the position of City Clerk at the November 2022 General Municipal Election. The City Council recognizes that ACOSTA is an individual who has the education, training, and experience in local government management to serve in the position of City Clerk; and

WHEREAS, CITY and ACOSTA entered into the Agreement effective December 13, 2022 to outline the compensation and benefits that ACOSTA will continue to receive from CITY in exchange for her service as City Clerk; and

WHEREAS, Section 3(A) of the Agreement called for CITY to conduct a total compensation survey for the City Clerk position utilizing the parameters and benchmark cities used for Executive Management Unit and present the results to the City Council. Based on the results of the survey, the City Council has offered to adjust ACOSTA’s base salary retroactive to December 13, 2022, and ACOSTA desires to accept the proposed adjustment, as set forth in this First Amendment.

NOW, THEREFORE, in consideration of this First Amendment, and the mutual promises, covenants and stipulations herein contained, the Parties hereto agree as follows:

1. Section 3, Salary, subsection A of the Agreement is hereby amended to read as follows:

A. CITY agrees to pay ACOSTA an annual base salary of two hundred twenty thousand dollars (\$220,000.00) payable in

installments at the same time as other employees of the CITY in the Executive Management Unit.

2. All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this First Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[Signatures on the following page]

IN WITNESS THEREOF, the City of South San Francisco has caused this Agreement to be signed and executed on its behalf by the Mayor and duly attested by its Assistant City Clerk, and ACOSTA has signed and executed this Agreement.

CITY OF SOUTH SAN FRANCISCO

ROSA GOVEA ACOSTA

By: _____
Flor Nicolas, Mayor,
City of South San Francisco

By: _____
Rosa Govea Acosta, MMC
City Clerk

ATTEST:

Assistant City Clerk

APPROVED AS TO FORM:

City Attorney

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