

## **AMENDMENT NO. 1 TO CITY ATTORNEY EMPLOYMENT AGREEMENT**

This Amendment No. 1 to the City Attorney Employment Agreement is entered into as of February \_\_, 2024 by and between the City of San Mateo ("City"), a municipal corporation of the State of California, and Prasanna Rasiah ("Rasiah") (collectively, the "Parties").

WHEREAS, the City of San Mateo and Rasiah entered into a City Attorney Employment Agreement ("Agreement") dated April 5, 2021; and

WHEREAS, by Resolution No. 114 (2022), the City Council on October 3, 2022 increased compensation to Rasiah from \$255,000 to \$265,200; and

WHEREAS, City and Rasiah wish to amend the Agreement effective February 5, 2024 to increase compensation and amend various provisions of the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Section C.1 of the Agreement is amended to read:

"City agrees to pay the City Attorney two hundred eighty-five thousand dollars (\$285,000) in salary per annum for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. Hereafter, the City Attorney shall receive the cost-of-living adjustments (COLAs) approved by the City Council in the same amount and at the same time as they are approved for unrepresented department heads. Effective February 3, 2025, Rasiah's salary per annum shall be increased to three hundred two thousand three hundred twenty-eight Dollars (\$302,328), in addition to any approved COLA.

2. Section H.1.5 is added to the Agreement to read:

"Consideration of the City Attorney's termination by the City Council may not occur within ninety (90) days after a General Municipal Election or a Special Election wherein a new member or members are elected to the City Council."

3. Section H.2 of the Agreement is amended to read:

"If the City Attorney is terminated by the Council while still willing and able to perform the duties of the City Attorney, the City agrees to pay the City Attorney a single lump sum payment made on the effective day of the termination, in an amount equivalent to twelve (12) months aggregate salary and an amount equivalent to twelve (12) months aggregate health insurance benefit allowance. Any such payments will release the City from any further obligations under this Agreement. Contemporaneously with the delivery of the severance pay herein above set out, the City Attorney agrees to execute and deliver to the City a release releasing the City of all claims that the City Attorney may have against City, in a form mutually acceptable to the Parties."

4. The remaining terms of the Agreement remain in full force and effect.

### EXECUTION

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

*Lisa Diaz Nash*

2/7/2024

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Lisa Diaz Nash

Date

Mayor – City of San Mateo

*Prasanna W. Rasiah*

2/9/2024

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Prasanna Rasiah

Date