

Amendment No.7 to the Employment Agreement
between the Town of Atherton and George Rodericks

The Employment Agreement ("Agreement") entered into by and between the TOWN OF ATHERTON, a municipal corporation ("Town") and GEORGE RODERICKS ("City Manager") on or about October 19, 2012, and amended on July 1, 2013, July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017, and July 1, 2019, is further amended, effective February 17, 2021, as set forth below:

1. The City Manager is currently provided, among other things, a car allowance in the annual amount of \$6,600 in Paragraph 4, titled "COMPENSATION," of the Agreement. The parties agree that in lieu of this car allowance, the Town will now provide the City Manager a Town vehicle. Accordingly, Paragraph 4 of the Agreement is amended as follows:

The parties agree to delete the following sentence from Paragraph 4 of the Agreement:

"Manager shall, commencing July 1, 2019, receive a monthly automobile allowance of Five Hundred Fifty Dollars (\$550.00)."

This deleted sentence will be replaced with the following sentences in Paragraph 4 of the Agreement:

"The Town agrees to provide a Town vehicle for the City Manager's official use. The City Manager agrees to pay for gas and tolls. The Town will pay for maintenance (i.e., oil changes, tires, engine, insurance). The parties agree that as a government vehicle, the car will only be used for Town related business and not for personal use. In the event of an inadvertent personal use by City Manager, beyond incidental use, the cost of such use must be reimbursed to the Town for wear and tear at the most current publicly posted Internal Revenue Service standard mileage rates.

The parties agree that purchase of a vehicle will be in a make and model equivalent to, and by examples only, the vehicles identified below, in the value ranges identified below:

- a. Honda CR-V Hybrid - \$27,750 - \$35,950;
- b. Toyota RAV4 Hybrid - \$28,350 - \$36,880;
- c. Ford Escape Hybrid - \$28,265 - \$35,050."

2. Paragraph 4 is further amended to add the following sentence at the end of Paragraph 4:

"City Manager shall receive a one-time merit bonus in the amount of ten-thousand dollars (\$10,000.00) to be paid by the Town to the City Manager by March 1, 2021."

3. All other provisions of the Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this 7th Amendment to the Agreement as of February 17, 2021.

TOWN OF ATHERTON



Elizabeth Lewis, Mayor

CITY MANAGER



George Rodericks

Approved as to Form:



Mona G. Ebrahimi, City Attorney