

**RESOLUTION NO. 2022 - \_\_**

**RESOLUTION APPROVING AMENDMENT #2 TO THE EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF SAN BRUNO AND JOVAN D. GROGAN, CITY MANAGER**

**WHEREAS**, the City of San Bruno and Jovan D. Grogan entered into an Employment Agreement for City Manager services on June 26, 2018; and

**WHEREAS**, the City Council desires to increase compensation and other benefits, as described in Exhibit A, to reflect current city manager compensation levels.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of San Bruno that it hereby approves Amendment #2 (attached hereto as Exhibit A and incorporated herein as reference) to the Employment Agreement between the City of San Bruno and Jovan D. Grogan.

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I hereby certify that foregoing **Resolution No. 2022 - \_\_**  
was adopted by the San Bruno City Council at a regular meeting on  
October 11, 2022, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

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Vicky S. Hasha, Deputy City Clerk

## EXHIBIT A

### AMENDMENT #2 TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SAN BRUNO AND JOVAN D. GROGAN

This Amendment #2, executed as of the 11th day of October, 2022, is between the City of San Bruno ("the City" or "the Employer") and Jovan D. Grogan ("the Employee"). All other terms and provisions in the contract executed on June 18, 2018, as amended by Amendment #1, will remain the same.

#### **Salary Plan**

Section 5 of the contract is amended to provide for a salary increase of 10% to \$284,024, effective as of July 1, 2022.

#### **Deferred Compensation**

Section 6(a) is amended by adding the following paragraph: In addition to the base salary paid by the Employer to Employee, The City will contribute one percent (1%) of annual salary to deferred compensation. The one percent (1%) matching City-paid contribution is on a biweekly pay period basis. The Employee must have a deferred compensation account and contribute at least one percent (1%) of the Employee's salary on a bi-weekly basis to receive this benefit. There shall be no retroactivity or lump-sum balance payments with this program benefit. Beginning January 1, 2023, in lieu of the one percent (1%) matching contribution described above, Employer shall contribute \$7,500 each month to deferred compensation.

#### **Personal and Professional Development**

Section 6(o) is deleted and replaced with the following: "Effective, January 1, 2021, the City will reimburse Employee up to \$1,000 annually for Employee expenses for professional reference materials, attendance at professional organization meetings, training and home office equipment, outside training materials, extra coursework, additional professional organization memberships, wellness and physical activities, and equipment and supplies related to the employee's maintenance of a home office. Effective January 1, 2023, this amount shall be increased to \$1,500 annually. Reimbursement shall be subject to approval by the City Attorney or City Finance Director."

For the City of San Bruno:

For the Employee:

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Rico E. Medina, Mayor

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Jovan D. Grogan, Employee

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Date

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Date