

**FIRST AMENDMENT TO  
CITY OF RICHMOND  
CITY MANAGER EMPLOYMENT AGREEMENT**

This FIRST AMENDMENT TO CITY OF RICHMOND CITY MANAGER EMPLOYMENT AGREEMENT (the “First Amendment”) is made and entered into December 20, 2022, by and between the CITY OF RICHMOND, a charter city and municipal corporation (the “CITY”) and SHASA CURL, an individual (“EMPLOYEE”).

**RECITALS**

WHEREAS, the City Council of the CITY (the “City Council”) and EMPLOYEE entered into the City of Richmond - City Manager Employment Agreement (“Agreement”) effective April 5, 2022, with the three year term of the Agreement commencing April 6, 2022; and

WHEREAS, Section 6.03(A) of the Agreement provides that it “may be amended only by an express written agreement signed by the Employer and Employee”; and

WHEREAS, the City Council and EMPLOYEE now desire to enter into this First Amendment to: i) amend Section 2.06(A) of the Agreement to specify the timing of the CITY contribution to EMPLOYEE’s IRC 457 plan and specify that the CITY contribution will equal the then-current IRS contribution limit (not including catch up contributions); and ii) amend Section 2.06(B) to provide that in lieu of EMPLOYEE receiving Healthcare and Dependent Care FSA contributions annually totaling \$7,850, EMPLOYEE will instead be provided \$7,850 annually as a nonpersable lump sum payment to encourage EMPLOYEE’s continued retention under the Agreement; and

WHEREAS, EMPLOYEE desires to accept these employment terms from the CITY and agrees to the following terms and conditions in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, CITY and EMPLOYEE hereby agree as follows:

**AGREEMENT**

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. The title of Section 2.06 of the Agreement, entitled “Deferred Compensation and FSA Contributions,” shall be amended to “Deferred Compensation and Annual Nonpersable Lump Sum Retention Payment”, and Section 2.06 shall be amended to read, in its entirety, as follows:

**“Section 2.06: Deferred Compensation and Annual Nonpersable Lump Sum Retention Payment**

- A. Each year during the term of the Agreement, the Employer will contribute to Employee’s IRC 457 plan the then-current annual contribution limit for that

calendar year (excluding catchup contributions), with the contribution to be made following April 6 of each year and no later than April 30. (For 2022, the contribution limit is \$20,500; for 2023, the contribution limit is believed to be \$22,500.) Such contribution shall be subject to any applicable federal and state laws, regulations, and limits. Employee shall be solely responsible and liable for the satisfaction of all taxes and/or penalties that may be imposed on or for the account of Employee in connection with this contribution (including any taxes and penalties), and the Employer shall have no obligation to indemnify or otherwise hold Employee (or any beneficiary of Employee) harmless from any or all of such taxes or penalties.

- B. In lieu of the FSA contributions previously contemplated in this subsection 2.06(B), the Employer agrees to pay to the Employee each year during the term of this Agreement a “nonpersable” lump-sum payment of \$7,850 in order to encourage Employee’s continued retention under the Agreement. The first such payment shall be made to Employee on December 30, 2022. Thereafter, beginning in the 2023 calendar year, the lump sum payment will be made to Employee each year during the term of the Agreement following April 6 of that year, to be made no later than April 30. Such lump-sum payments shall not be reported to the California Public Employees’ Retirement System (“CalPERS”) as “compensation earnable” as defined in Government Code section 20636(a).”

SECTION 3. Except as expressly amended by this First Amendment, the underlying terms, conditions, and compensation of EMPLOYEE by CITY as and for her employment as City Manager shall be as set forth in the Agreement.

IN WITNESS WHEREOF, the CITY OF RICHMOND has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this First Amendment, all in triplicate.

**[SIGNATURES ON FOLLOWING PAGE]**

CITY OF RICHMOND

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Tom Butt, Mayor

ATTEST:

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Pamela Christian, City Clerk

APPROVED AS TO FORM:

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David J. Aleshire, City Attorney

CITY MANAGER

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Shasa Curl

**[END OF SIGNATURES]**