

**AMENDMENT NO. 2  
TO THE EMPLOYMENT AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
GLEN R. GOOGINS**

**PREAMBLE**

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Glen R. Googins ("Employee"). City and Employee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Employment Agreement" dated January 10, 2023 ("Agreement"); and
- B. The Agreement was previously amended by Amendment No. 1, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of appointing and employing Employee as the City Attorney and associated duties, and the Parties now wish to amend the Agreement as Amended to adjust compensation and clarify procedures relating to performance appraisal and compensation.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 3.1 of the Agreement as Amended, entitled "Salary" is amended to read as follows:

3.1. Salary. Employee shall receive an annual salary of Three Hundred Seventy Thousand Four Hundred Sixty-One Dollars (\$370,461.12), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays, effective as of the date of Council approval of Amendment No. 2. Employee shall also receive a lump sum payment equal to a 4% salary increase retroactive to March 1, 2025, within two pay periods of approval of Amendment No. 2.

- 2. Section 3.2 of the Agreement as Amended, entitled "Adjustments" is amended to read as follows:

3.2. Adjustments. Following completion of the annual performance appraisal as described in Section 4 below, or at any other time within the discretion of the City Council, the City Council (or some subset thereof) shall meet or otherwise communicate with Employee for the express purpose of determining any appropriate salary adjustment. In determining any appropriate salary adjustment, the City Council shall take into account cost-of-living and merit adjustments provided to Unit 9, but the ultimate decision regarding the timing and the amount of any adjustment, including but not limited to cost of living, is within the sole discretion of the City Council.

3. Section 3.3(b) of the Agreement as Amended, is amended to read as follows:

(b) Except as otherwise specified in this Agreement, Employee will be eligible for, and shall receive, the benefits provided in the following identified sections of the Miscellaneous Unclassified Employees Memorandum of Understanding ("MOU") for Unit 9 as of January 1, 2025, as those sections may be renamed or renumbered. To the extent these sections vest authority to a Unit 9 member's supervisor, Department Head, City Manager or designee, such authority shall be exercised or retained by the Mayor or other council member(s) designated by City Council.

4. Section 3.3(c) of the Agreement as Amended, is amended to read as follows:

(c) On and after January 1, 2025, in the event a successor MOU includes a change to Section 7 – Health Insurance, Section 8 – Dental Insurance, and/or Section 9 – Vision Insurance, such change shall be applicable to Employee concurrent with the effective date of such change(s) for Unit 9. In the event of successor MOU changes to other benefits listed in section 3.3(b) above, the application of such changes to Employee shall be at the sole discretion of City Council.

5. Section 3.3(f) of the Agreement as Amended, is amended to read as follows:

(f) A copy of the Miscellaneous Unclassified Employees Unit 9 MOU for the period January 1, 2025 – December 31, 2028, is attached as Revised Exhibit B. The two Side Letters executed between the City and Unit 9 regarding amendments to the 2019-2024 MOU pertaining to vacation accrual and use of compensatory time off are not applicable to Employee.

6. A new Section 3.3(g) is added to the Agreement as Amended, as follows:

(g) The Deferred Compensation provision of the Unit 9 MOU for the period January 1, 2025 – December 31, 2028, attached as Revised Exhibit B, is applicable to Employee, retroactive to January 1, 2025.

7. Section 4 entitled "Performance Appraisal" of the Agreement as Amended is amended to read as follows:

4. Performance Appraisal. The City Council will make its best efforts to undertake a performance appraisal of the Employee at least once every twelve (12) months following the Employee's original date of hire. The City Council maintains discretion to conduct performance appraisals more frequently if necessary. Performance Appraisals shall be conducted annually. The process and timing for conducting the annual appraisal shall be set forth by City Council (e.g., in a Council Policy Manual section).

(a) If City Council does not complete the Performance Appraisal process on or before May 31<sup>st</sup>, then Employee shall receive a salary increase of 2% or applicable most recent one-year CPI<sup>1</sup>, whichever is less, retroactive to March 1, of that year. This salary increase is subject to the potential for an additional increase (but shall not be subject to decrease) upon completion of the performance review process.

8. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

Sujata Reuter  
Chief Assistant City Attorney

LISA M. GILLMOR  
Mayor

\_\_\_\_\_  
GLEN R. GOOGINS  
Employee

<sup>1</sup> Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco-Oakland-Hayward