

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL SIGNED
ORDINANCE OR RESOLUTION ADOPTED BY CITY COUNCIL**

**AN ORDINANCE
AMENDING THE CITY MANAGER EMPLOYMENT AGREEMENT**

WHEREAS, the City Council has determined that the City Manager's contract should be amended; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager Employment Agreement as executed on September 29, 2005 and subsequently amended on December 6, 2007, December 11, 2008, and December 15, 2011 is amended effective January 1, 2014.

SECTION 2. The Fourth Amendment to the City Manager Agreement which details the changes to the employment agreement is attached as Exhibit A. All other provisions of the City Manager Employment Agreement shall be extended and remain in full force and effect.

SECTION 3. The Mayor is authorized to execute an amendment to the City Manager Employment Agreement reflecting these changes.

SECTION 4. The Director of Finance is directed to identify the source of funds and to perform the actions necessary to carry out the purpose and obligations of this Ordinance.

SECTION 5. This ordinance shall take effect immediately upon passage of eight affirmative votes.

PASSED AND APPROVED this ____ day of December, 2013.

Julian Castro
MAYOR

ATTEST: _____
City Clerk

APPROVED AS TO FORM _____
City Attorney

EXHIBIT A

FOURTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

This Fourth Amendment to the City Manager Employment Agreement dated September 29, 2005 (101324), as amended by ordinances dated December 6, 2007 (2007-12-06-1265), December 11, 2008 (2008-12-11-1177, and December 15, 2011 (2011-12-15-1055) is entered into by the City of San Antonio and Sheryl Sculley, City Manager, and is authorized by Ordinance No. _____, approved December ____, 2013 (collectively referred to as the "Agreement"). All defined terms in the Agreement have the same meanings here.

1. Paragraph 2. Compensation is amended by adding the following provisions inserted before the last sentence of the paragraph:

"Effective January 1, 2014, the Manager's annual base salary shall be \$375,000; and effective January 1, 2015, the Manager's annual base salary shall be \$400,000 ."

2. Paragraph 3. Professional Development and Membership Expenses is amended by inserting the following phrase after "higher education" in the last sentence:

"and may serve as a paid member on a for profit corporate board of directors, trust, foundation or other entity."

3. Paragraph 6. Performance Evaluation is amended by deleting the entire sentence and replacing it with the following:

"Councilmembers shall each confer with the Mayor concerning the Manager's performance at least annually in order for the Mayor to provide the Manager feedback on her performance."

4. Paragraph 10. Participation in Texas Municipal Retirement System and Deferred Compensation Plan is revised by adding the following to the end of paragraph b:

"On January 15, 2014, the City shall pay to the Manager retention incentive pay in the sum of \$50,000 and on January 15, 2015, the City shall pay to the Manager retention incentive pay in the sum of \$65,000. The City shall continue annual contributions of the maximum sums allowed by law to the Manager's preferred deferred compensation plan."

5. All other provisions of the Agreement shall be extended and remain in full force and effect.

Executed this ____ day of December, 2013.

Employer:
City of San Antonio, Texas

By:

Julian Castro
Mayor

Sheryl Sculley
City Manager

ATTEST:
City Clerk

Approved as to form:

Michael D. Bernard
City Attorney