

September 3, 2021

Ms. Jennifer Maguire

Dear Ms. Maguire:

Please accept this letter as a written confirmation of our discussions regarding your appointment as City Manager and the elements of a compensation and benefit package, subject to confirmation by the Council. The major provisions of this contingent offer to you are summarized as follows:

- **Effective Date of Appointment:** August 24, 2021
- **Salary:** Your starting salary will be \$358,028 annually. In addition to this starting salary, you will receive an approximate five percent (5%) ongoing non-pensionable pay for a total annual salary of approximately \$375,929.40. This position is part of the Executive Management and Professional Employees Unit (Unit 99). Any changes to Executive Management compensation will be subject to City Council approval of recommendations made by the City Manager. In addition, any other salary adjustments will be made in accordance with the Management Performance Plan (MPP) and based upon a review of the City's fiscal situation as well as your performance in the position on a fiscal year basis (July 1 through June 30).
- **Employment Status:** This offer of employment is not for any specific period of time. Instead, your employment is at all times "at will." This means that you may separate from your employment with or without cause, and the City has the same right.
- **Executive Benefits:** As an unrepresented Unit 99 employee, you will continue to receive benefits that are incorporated into the Executive Management and Professional Employees Benefit and Compensation Summary, which is found on the City's intranet under Employee Relations. The benefits described there, and in this letter, can be changed at any time, as approved by the City Manager and/or City Council.
- **Severance:** The City will offer severance pay equal to six months of salary for an involuntary removal as City Manager which results in a termination of employment with the City, in exchange for City Manager's execution of a Release of Claims.
- **Separation Notice:** You agree to provide a 30-day notice to the City of a voluntary resignation of your position.

- **Form 700:** This position requires a disclosure of outside investments, real property interest, income, and business positions. You must complete and file an “Assuming Office Form 700” with the City Clerk’s Office within the first 30 days of employment with the office. Online filing is submitted through [eDisclosure](#) system, Login ID is your City email and password would also be sent through your City email.
- **Technology Stipend:** You will be eligible to receive a monthly Technology Stipend in the amount of \$80.
- **Vehicle Allowance:** You will also be eligible to receive a vehicle allowance currently at \$350/month. The policy for vehicle allowance can be viewed [here](#).
- **Outside Employment:** You will not engage in outside employment without City Council approval.

Please acknowledge your acceptance of this appointment by signing and returning this letter, keeping a copy for your records. As you know, there are many challenges and opportunities ahead of us, and this is a very exciting time for the City of San José. With your experience and leadership skills, we know that you will continue to be as an asset to our team. The entire senior management team and I look forward to working with you in this next phase of your career with the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Sam Liccardo". The signature is fluid and cursive, with a large initial "S" and "L".

Samuel T. Liccardo  
Mayor