RESOLUTION NO. 3989-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR APPROVING A SECOND AMENDMENT TO THE TOWN MANAGER EMPLOYMENT AGREEMENT WITH JONATHAN DAVIS

WHEREAS, on August 15, 2022, the Town Council approved an Employment Agreement ("Employment Agreement") with Jonathan Davis for the position of Town Manager; and

WHEREAS, on October 4, 2023, the Town Council approved a First Amendment to the Employment Agreement reflecting a salary increase after a positive performance evaluation; and

WHEREAS, Section 5(C) of the Employment Agreement states that the Town Council may consider salary increases for Mr. Davis annually; and

WHEREAS, on October 16, 2024, the Town Council conducted Mr. Davis's annual performance evaluation and reported, "At tonight's Closed Session, the Council conducted the Town Manager's Performance Evaluation. The Council unanimously concluded that he is doing a great job. The Mayor and Council look forward to another successful year working in partnership with Mr. Davis and his dedicated Team;" and

WHEREAS, pursuant to Section 5(C) of the Employment Agreement, and in recognition of the positive performance evaluation, the Town Council desires to provide Mr. Davis a salary increase of nine percent (9%); and

WHEREAS, the salary increase will be effective on Mr. Davis's anniversary date of August 15, 2024.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Windsor does hereby approve the attached Second Amendment to the Town Manager Employment Agreement between the Town and Jonathan Davis for the position of Town Manager, substantially in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Town Council does hereby authorize the Mayor to execute the Second Amendment.

PASSED, APPROVED AND ADOPTED this 20th day of November 2024, by the following vote:

AYES:	**COUNCILMEMBERS FUDGE, SALMON, WALL, VICE MAYOR POTTER AND MAYOR REYNOZA**
NOES:	**NONE**
ABSTAIN:	**NONE**
ABSENT:	**NONE**

ROSA REYNOZA, MAYOR

ATTEST:

IRENE CAMACHO-WERBY, TOWN CLERK

Attachment:

- **Exhibit A** – Second Amendment to Town Manager Agreement

SECOND AMENDMENT TO TOWN MANAGER EMPLOYMENT AGREEMENT

This Second Amendment to Town Manager Employment Agreement ("Second Amendment") is between the TOWN OF WINDSOR ("Employer" or "Town"), acting for itself and on behalf of the Town of Windsor Water District and the Windsor Redevelopment Successor Agency, and Jonathan Davis ("Employee"), and is entered into as of November 20, 2024 ("Effective Date"). Employer and Employee are referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Employer and Employee entered into an Employment Agreement ("Employment Agreement) to have Employee serve as Town Manager effective August 15, 2022; and

WHEREAS, Section 5 authorizes the Employer to consider salary increases for Employee annually; and

WHEREAS, on October 16, 2024, Employer conducted Employee's performance evaluation and concluded that Employee has continued to do a great job as Town Manager; and

WHEREAS, pursuant to Section 5(c) of the Employment Agreement, and in recognition of the positive performance evaluation, this Second Amendment increases the Town Manager's salary by nine percent (9%); and

WHEREAS, the salary increase will be effective on Employees anniversary date of August 15, 2024.

NOW, THEREFORE, the Town Council, as appointing authority power, and Jonathan Davis, in consideration of the mutual covenants herein contained and in accordance with the terms and conditions described in this Second Amendment, agree in writing as follows:

1. Section 5, "Salary," Subsection 5(A) of the Employment Agreement is amended to read as follows, reflecting a nine percent (9%) salary increase:

> "A. Effective August 15, 2024, Employer agrees to pay Employee for his services rendered pursuant to this Agreement as Town Manager a base salary of Two Hundred Forty-Seven Thousand Four Hundred Twenty-Eight Dollars ($247,428) per annum, payable in bi-weekly installments at the same time as other employees of the Town are paid and subject to customary withholding."

2. Except as amended by this Second Amendment, all terms and conditions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Employer has caused this Second Amendment to be signed and executed on its behalf by its Mayor and duly attested by the Town Clerk. It has also been executed by Employee.

Rosa Reynoza, Mayor
Town of Windsor

Jonathan Davis
Employee

Attest:

Irene Camacho-Werby, Town Clerk

Approved as to Form:

Jose M. Sanchez, Town Attorney