

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES
BETWEEN THE CITY OF SUNNYVALE AND
TIM KIRBY**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES is entered into this ____ day of October 2025, by THE CITY COUNCIL OF THE CITY OF SUNNYVALE (“City Council”) and Tim Kirby (“Employee”).

WHEREAS, on or about September 4, 2024, the City Council and Employee entered into an Agreement for Services (the “Agreement”) for Employee to serve as the City Manager; and

WHEREAS, on October 21, 2025, at its regular meeting, the City Council approved a one percent (1%) increase to Employee’s salary and a one-time additional cashout of one hundred hours from Employee’s Paid Time Off (“PTO”) balance.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 3.3(a) is hereby added to Section 3.3 (Salary Adjustments) to read as follows:
 - (a) Effective the pay period including October 26, 2025, Employee’s salary shall be increased by an additional one percent, for a total of four hundred fourteen thousand forty dollars (\$414,040.00) per year.
2. Section 3.5.4(a) is hereby added to Section 3.5.4 (Paid Time Off Cashout) to read as follows:
 - (a) Additional PTO Cash Out in 2025 Calendar Year. In addition to any PTO cashout for which Employee is otherwise eligible, the City shall cash out one hundred (100) additional hours from Employee’s existing PTO balance in the pay period including October 26, 2025, or as soon thereafter as practicable to implement such cashout.
3. All of the terms and conditions of the Agreement not specifically modified by this Amendment remain in full force and effect.

WITNESS THE EXECUTION HEREOF, on the day and year first written above.

CITY OF SUNNYVALE

EMPLOYEE

By _____
LARRY KLEIN
Mayor

TIM KIRBY

Dated: _____

Dated: _____

ATTEST:

DAVID CARNAHAN
CITY CLERK

APPROVED AS TO FORM:

MELISSA C. TRONQUET
ASSISTANT CITY ATTORNEY