

RESOLUTION NO. 202_-____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
AMENDING THE SALARY RANGE FOR THE
CITY ATTORNEY**

WHEREAS, on December 5, 2023, the Merced City Council unanimously approved an Employment Agreement with Craig J. Cornwell, effective December 5, 2023 (the "Employment Agreement").

WHEREAS, The Parties desire to amend the Employment agreement to incorporate currently compensated "Premium Pay" and "Vehicle Allowance" into base salary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES HEREBY RESOLVE, DETERMINE, FIND, AND ORDER AS FOLLOWS:

SECTION 1. Pursuant to the First Amendment to the City Attorney Employment dated December 5, 2023, the salary of the City Attorney is hereby increased to Two Hundred Sixty Thousand and Nine Cents (\$260, 080.09).

SECTION 2. The publicly adopted pay scale is set forth on Exhibit "A" to this Resolution. Said publicly adopted pay scale will be updated and approved by the City Council as necessary to comply with the Public Employee Retirement System (PERS) requirements and the terms and conditions of the City Manager Employment Agreement as set forth in the Agreement and the First Amended Agreement.

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PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 202_, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:
MATTHEW SERRATTO, MAYOR

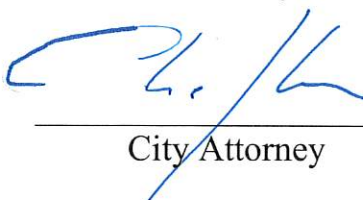
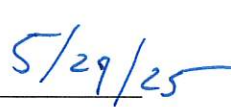
Mayor

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:
CHE JOHNSON, LIEBERT CASSIDY WHITMORE

City Attorney Date

EXHIBIT A
CITY ATTORNEY WAGE SUMMARY
Effective PP13 - 6/9/2025

Grade 928	260,080.09	Annual
	21,673.34	Monthly

CITY OF MERCED
FIRST AMENDMENT TO
CITY ATTORNEY EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“First Amendment”) is entered into this _____ day of June 2025 by and between the City of Merced, a California municipal corporation and Charter City (“Employer” or “City”) and Craig J. Cornwell (“Employee”) an individual, (sometimes collectively “the Parties”).

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. On December 5, 2023, the Merced City Council unanimously approved an Employment Agreement with Employee, effective December 5, 2023 (the “Employment Agreement”).

C. The Parties desire to amend the Employment Agreement to incorporate currently compensated “Premium Pay” and “Vehicle Allowance” into base salary.

NOW, THEREFORE, it is mutually agreed by and between the undersigned Parties as follows:

1. Section 3, subsection A, of the Employment Agreement, “Compensation and Performance Evaluation,” is hereby amended to read as follows:

**SECTION 3. COMPENSATION AND PERFORMANCE
EVALUATION.**

A. Employer agrees to pay Employee at the rate of an annual base salary of Two Hundred Sixty Thousand and Eighty Dollars and Nine Cents (\$260,080.09), subject to deduction and withholding of any and all

sums required for federal or state income tax, pension contributions, and all other taxes, deductions or withholdings required by then current state, federal or local law, prorated and paid on Employer's normal paydays for the City Manager, City Attorney, City Clerk, and any Department Directors not covered by collective bargaining agreements ("Executive Management Employees"). Employer shall also deduct sums Employee is obligated to pay because of participation in plans or programs described in Section 4 of this Agreement. Periodically, the City Council shall meet with Employee for the express purpose of determining any appropriate salary adjustment, but the ultimate decision in regard to the timing and the amount of any adjustment is within the sole discretion of the City Council. In determining any appropriate salary adjustment, the City Council may take into account cost of living adjustments and changes in the base salary of Executive Management Employees or the manner (but not the amount) by which Executive Management Employees are paid.

2. Section 4, subsection D of the Employment Agreement, "Car Allowance," is hereby deleted.

3. Except as set forth herein, all remaining terms and conditions of the Employment Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates reflected below each signature.

EMPLOYER:
CITY OF MERCED
A California Charter Municipal Corporation

EMPLOYEE:

BY: _____
Matthew Serratto, Mayor

BY: _____
Craig J. Cornwell

ATTEST:
SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CHE JOHNSON, LIEBERT CASSIDY WHITMORE

BY:  5/29/25
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer