

**FIRST AMENDMENT TO CITY OF IMPERIAL
CITY MANAGER EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) is made and entered into this 21st day of July 2021, by and between the City of Imperial, a municipal corporation of the State of California (“Employer”) and Dennis H. Morita (“Employee”). Collectively Employer and Employee are referred to as “the Parties”.

WITNESSETH

WHEREAS, the parties have entered into an employment agreement dated June 17, 2020, (“Agreement”); and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. The above referenced recitals are true and correct and are incorporated herein by this reference.
2. Section 6 of the Agreement is rescinded and restated as follows:
 “Employer agrees to pay Employee for his services rendered pursuant hereto an adjusted annual base salary of one hundred sixty-six thousand six hundred twenty-five dollars (\$166,625.00), representing an amount equal to his base salary under the Agreement, plus a 5% salary increase pursuant to section 6 of the Agreement, and a 2.5% cost of living adjustment. The adjusted annual base salary is payable in installments at the same time as other management employees of the Employer are paid. The Employee’s adjusted base salary may be increased by no less than 2.5% after each year of employment following a satisfactory performance evaluation provided for in Section 7 of this Agreement. Subject to Employer approval, Employee is eligible to receive cost of living increases at the same time and in an amount received by any unrepresented management employee. Notwithstanding the forgoing, through this First Amendment Employee has received the applicable cost of living adjustment for fiscal year 21-22.”
3. Section 10 of the Agreement is rescinded and restated as follows:
 “Employee shall receive health insurance, retirement and other benefits at the same time, and in the same amount and manner, as received by any unrepresented management employee. The term “benefits” shall include any one-time stipend afforded to any unrepresented management employee. Employee shall receive the one-time stipend in the same manner and at the same time as the first unrepresented management employee to receive such stipend.”

4. Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed and executed to be effective July 1, 2021.

EMPLOYER:

EMPLOYEE:

City of Imperial

Karin Eugenio, Mayor

Dennis H. Morita

ATTEST:

Debra Jackson, City Clerk