

**FIRST AMENDMENT TO CITY OF IMPERIAL
POLICE CHIEF 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 Leonard Barra (“Employee”). Collectively Employer and Employee are referred to as “the Parties”.

WITNESSETH

WHEREAS, the parties have entered into an employment agreement dated December 20, 2017, (“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 Section 2 of the Agreement is rescinded and restated as follows:
“Compensation: Employee shall be paid an annual salary of one hundred thirty-one thousand three hundred ninety-three dollars and no cents (\$131,393), representing an amount equal to his base salary under the Agreement, plus a cost of living adjustments through fiscal year 2021-2022. Pay periods shall coincide with other unrepresented management employees. In the event Employee receives an Executive level POST Professional Peace Officer Certificate, his salary will be increased by 5%.”
3. Section 8 of the Agreement is rescinded and restated as follows:
“Other Benefits: Employee shall continue to accrue vacation and sick leave at the same rate as other unrepresented management employees with his years of service. Employee shall receive other benefits (health insurance, etc.) as are available to unrepresented management employees. In the event of a conflict between the benefits received by unrepresented management employees and this Agreement, the terms of this Agreement shall control. The term “benefits” for this Section shall include any one-time stipend afforded to any unrepresented management employee. Employee shall receive the one-time stipend in the same manner and 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

Dennis H. Morita, City Manager

Leonard J. Barra, Chief of Police

ATTEST:

Debra Jackson, City Clerk