

DATE SUBMITTED 12/2/2022
 SUBMITTED BY ACM
 DATE ACTION REQUIRED 12/07/2022

COUNCIL ACTION (X)
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS AB

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: CONSENT: SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT	
DEPARTMENT INVOLVED: <u>ACM/CITY ATTORNEY/CITY COUNCIL</u>	
BACKGROUND/SUMMARY: At the direction of the Imperial City Council, attached for review and action is the 2 nd Amendment to the City Manager's Contract.	
FISCAL IMPACT: Three (3) percent (%) Salary Adjustment to Annual Base Pay – (\$175,918.00)	ADMIN SERV INITIALS _____
STAFF RECOMMENDATION:	DEPT. INITIALS _____
MANAGER'S RECOMMENDATION: Approve 2 nd Amendment Between City and City Manager	CITY MANAGER'S INITIALS <u>AB</u>
MOTION:	
SECONDED:	APPROVED () REJECTED ()
AYES:	DISAPPROVED () DEFERRED ()
NAYES:	REFERRED TO:
ABSENT:	_____

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

THIS SECOND AMENDMENT TO AGREEMENT (“Second Amendment”) is made and entered into this 7th day of December, 2022, 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; and

WHEREAS, the Parties have entered into a first amended agreement dated July 21, 2021 which made modifications to the initial agreement. The initial agreement and the first amendment are referred herein as (“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 Section 6 of the Agreement is rescinded and restated as follows: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 seventy-five thousand nine hundred and eighteen dollars (\$175,918), representing an amount equal to his base salary under the Agreement, plus a 3% salary increase pursuant to section 6 of the Agreement. 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 Employee has received the applicable cost of living adjustment for fiscal year 22-23.”
3. Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.