

## **AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT**

This Amendment No. 1 ("Amendment 1") to that certain Employment Agreement dated February 21, 2018 by and between the City of Manhattan Beach, a municipal corporation ("City") and Bruce Moe ("Employee") is entered into on April 2, 2019.

### **RECITALS**

A. The City and Employee entered into an employment agreement ("Agreement") on February 21, 2018.

B. Section 4(A) of the Agreement states: "At its sole discretion, the City Council may consider merit adjustments commensurate with Employee's performance in accordance with the evaluation process pursuant to Section 5 of this Agreement."

C. Section 5 of the Agreement provides for annual evaluations of Employee's performance and that the Council may review Employee's salary and benefits as part of the evaluation process or at any other time.

D. The City Council performed its annual evaluation ("Evaluation") of Employee's performance in March 2019.

E. Based upon the Evaluation, the City Council has directed the City Attorney to draft an amendment to the Agreement providing for a three percent merit increase to Employee's base salary. In addition, the City Manager has requested that the City provide him with a smart phone allowance in the amount of \$75 in lieu of providing to him a smart phone.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

1. Section 4(A) (Base Salary) of the Agreement is hereby revised to read:

"A. Base Salary.

(1) Monthly Base Salary and Increases.

a. For the period of February 6, 2018 through April 5, 2019, City shall pay Employee a monthly base salary of \$21,250.

b. Effective April 6, 2019, City shall pay Employee a monthly base salary of \$21,887.50.

(2) At its sole discretion, the City Council may consider merit adjustments commensurate with Employee's performance in accordance with the evaluation process pursuant to Section 5 of this Agreement.

(3) Employee's salary shall be subject to withholding and other applicable taxes, and shall be payable to Employee at the same time as other employees

of City are paid. Employee shall be exempt from the overtime pay provisions of California law (if any) and federal law."

2. Section 4 B (7) (Technology) of the Agreement is hereby revised to read:

"(7) Technology. At no cost to Employee, City shall provide Employee with the use of a City-owned laptop or tablet computer and a smart phone subject to applicable City policies and procedures. In lieu of providing a smart phone, City shall provide Employee a smart phone allowance in the amount of \$75 per month."

3. Except as specifically amended by this Amendment No. 1, all terms and conditions set forth in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is entered into April 2, 2019.

CITY OF MANHATTAN BEACH

EMPLOYEE

By: \_\_\_\_\_  
Mayor Steve Napolitano

\_\_\_\_\_  
City Manager Bruce Moe

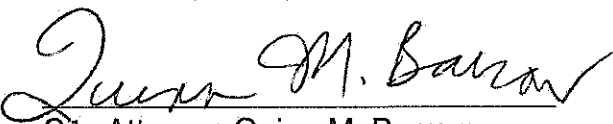
Date: \_\_\_\_\_

\_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk Liza Tamura

  
\_\_\_\_\_  
City Attorney Quinn M. Barrow