

CITY OF SIGNAL HILL

SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT

This SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT (hereinafter referred to as the "SECOND AMENDMENT") is entered into and made effective this 24th day of September, 2024, by and between the CITY OF SIGNAL HILL, a charter city and municipal corporation (hereinafter referred to as the "CITY") and CARLO TOMAINO, an individual (hereinafter referred to as "EMPLOYEE"). For purposes of this SECOND AMENDMENT, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, EMPLOYEE has been serving as the City Manager for CITY under the City Manager Employment Agreement entered into on December 13, 2023, (hereinafter "EMPLOYMENT AGREEMENT"), as amended by the First Amendment to the City Manager Employment Agreement entered into on August 22, 2023, (hereinafter "FIRST AMENDMENT"); and

WHEREAS, pursuant to Sections 2.2, 2.3 and 5.2 of the EMPLOYMENT AGREEMENT, as amended by the FIRST AMENDMENT, the City Council conducted a performance evaluation of EMPLOYEE on September 10, 2024; and

WHEREAS, based on that performance evaluation and EMPLOYEE's service to CITY, CITY and EMPLOYEE now desire to amend the EMPLOYMENT AGREEMENT as amended, as set forth below while leaving all other terms and conditions of employment the same;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and EMPLOYEE hereby agree to the amendments of the following provisions of the EMPLOYMENT AGREEMENT and FIRST AMENDMENT as follows:

AGREEMENT

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Base Salary. For the services rendered pursuant to this AGREEMENT, EMPLOYEE's annual base salary shall be Two Hundred Seventy-Five Thousand Dollars (\$275,000) ("Base Salary"), retroactive to July 1, 2024, which shall be paid on a pro-rated basis biweekly at the same time as other employees of the CITY are paid. Such Salary shall be subject to normal and proper withholdings as determined by state and federal law. It is the compensation philosophy of the City Council that the City Manager's compensation should be at least Seven and One-Half Percent (7.5%) higher than the next highest paid CITY employee, and therefore the City Council will consider an additional increase to EMPLOYEE's salary, at any time, if another CITY employee's salary is within 7.5% of EMPLOYEE's salary.

6.0 BENEFITS AND OTHER COMPENSATION

6.2 Management Benefits. For purposes of benefits, in accordance with Resolution 2024-06-6817, as may be amended by the City Council from time to time, the City Manager is considered a “management employee” for purposes of benefits and EMPLOYEE shall receive all benefits provided to other management employees, as they may be amended from time to time. The current benefits include the following:

(d.) Executive Leave and Personal Leave. EMPLOYEE as a management employee shall be entitled to sixty-three (63) hours of executive leave and thirty-six (36) hours of personal leave annually and used in the same manner as vacation leave. Executive leave shall increase to seventy-five (75) hours and personal leave shall increase to forty-five (45) hours annually, effective January 1, 2025. Executive and Personal leaves are not cumulative and cannot exceed the annual cap of seventy-five hours and forty-five hours, respectively, at any time as no further accrual will occur beyond seventy-five (75) or forty-five (45) hours. Upon each annual accrual, only as much leave shall be accrued as is necessary to bring the balance up to the maximum for that annual accrual period. Executive/Personal leave must be used and deducted from accruals in increments of no less than one hour for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination, for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused executive and personal leave on the books then existing.

6.8 Supplemental Benefits. The following additional benefits are provided to EMPLOYEE as the City Manager:

(a.) Automobile Allowance. CITY shall provide an automobile allowance of \$600 per month effective July 1, 2024, in lieu of use of a CITY vehicle.

IN WITNESS WHEREOF, the City of Signal Hill has caused this SECOND AMENDMENT to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this AGREEMENT, all in triplicate.

CITY OF SIGNAL HILL

EMPLOYEE

Lori Y. Woods
Mayor

Carlo Tomaino

ATTEST:

Daritzza Gonzalez
City Clerk

APPROVED AS TO FORM:

Matthew E. Richardson
City Attorney