

CITY MANAGER EMPLOYMENT AGREEMENT

between the

**City of El Cajon,
a California charter city and municipal corporation,**

and

Graham Mitchell

dated

April 24, 2018

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CITY MANAGER EMPLOYMENT AGREEMENT

**between the
City of El Cajon, a charter city and municipal corporation
and
Graham Mitchell**

1. PARTIES AND DATE

This Agreement is dated April 24, 2018, and is effective as of May 24, 2018, by and between the City of El Cajon, California, a charter city and municipal corporation (the "City"), and Graham Mitchell, an individual (the "City Manager"). The City and the City Manager are sometimes individually referred to as a "Party" and collectively as "Parties."

- A. The City requires the services of a City Manager.
- B. The City Manager has the necessary education, experience, skills and expertise to serve as the City's City Manager; and
- C. The City Council of the City (the "City Council") desires to employ the City Manager to serve as the City Manager of City.
- D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code section 53260 et seq.
- E. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

2. EMPLOYMENT

The City hereby employs the City Manager as its City Manager, and the City Manager hereby accepts such employment.

3. COMMITMENTS AND UNDERSTANDINGS

A. The City Manager's Commitments

(1) Duties & Authority

- (a) The City Manager shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.
- (b) The City Manager shall be the Executive Director of the El Cajon Housing Authority (the "Authority") and be responsible to the Authority members for the proper administration of all affairs of the Authority.
- (c) The City Manager shall perform all of the duties of the City Manager as set forth in Chapter 2.04 of the El Cajon Municipal Code (the "Municipal

Code”), the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time.

(2) Hours of Work

- (a) The City Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager’s position. The City Manager does not have set hours of work as the City Manager is expected to be available at all times.
- (b) It is recognized that the City Manager must devote a great deal of time to the business of the City outside of the City’s customary office hours, and to that end the City Manager’s schedule of work each day and week shall vary in accordance with the work required to be performed. The City Manager shall spend sufficient hours on site to perform the City Manager’s duties; however, the City Manager has discretion over the City Manager’s work schedule and work location.

(3) Disability or Inability to Perform

- (a) In the event the City Manager becomes mentally or physically incapable of performing the City Manager’s functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months, the City Council may terminate the City Manager. If the City Council does elect to terminate the City Manager due to incapacity, the City Manager shall receive all severance benefits provided in Section 6.C below.

B. City Commitments

- (1) The City shall provide the City Manager with the compensation, incentives and benefits, specified elsewhere in this Agreement.
- (2) The City shall provide the City Manager with a private office, secretary, staff, office equipment, supplies, automobile allowance, technology allowance, and all other facilities and services adequate for the performance of the City Manager’s duties.
- (3) The City shall pay for or provide the City Manager reimbursement for all actual business expenses. The City shall provide the City Manager a City credit card to charge appropriate and lawful business expenses.
- (4) The City agrees to pay the professional dues and subscriptions on behalf of the City Manager which are necessary for the City Manager’s continuation and full participation in national, regional, state, or local associations and organizations necessary and desirable for the good of the City, and for the City Manager’s continued professional participation and advancement.
- (5) The City agrees to pay the travel and subsistence expenses of the City Manager to pursue official and other functions for the City, and meetings and occasions to

continue the professional development of the City Manager, including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees upon which the City Manager serves as a member.

- (6) The City also agrees to pay for the travel and subsistence expenses of the City Manager for short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the City Manager.
- (7) The City recognizes the desirability of representation in and before local civic and other organizations, and the City Manager is authorized to become a member of civic clubs or organizations, for which the City shall pay membership dues.
- (8) Given the importance of technological tools to the effective and efficient business of City government, the City, but only to the extent included within an approved budget, shall provide a desktop computer, high-speed internet access, electronic calendar, fax, copy machine and similar devices to the City Manager at the City's expense, at the City Manager's office and, with the consent of the City Council, and subject to the limitations set forth in Section B(4) and (5) of "Compensation," below, at the City Manager's residence.

C. City Council Commitments

- (1) The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Manager.
- (2) Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately.
- (3) The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of the City Manager.
- (4) The City Council agrees that any criticism of a City staff member shall be done privately through the City Manager.
- (5) Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager. The City Manager shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting.

D. Mutual Commitments

(1) Performance Evaluation

- (a) The City Council recognizes that for the City Manager to respond to its needs and to grow in the performance of the City Manager's job, the City Manager needs to know how the City Council Members evaluate the City Manager's performance.

(b) To assure that the City Manager obtains this feedback, the City Council covenants that it shall communicate with the City Manager when necessary, and at least annually, to discuss any concerns or direction in performance, and conduct any evaluation it deems necessary.

(2) ICMA Code of Ethics

(a) The Parties acknowledge that the City Manager is a member of the International City Management Association (“ICMA”). The Parties mutually desire that the City Manager be subject to and comply with the ICMA Code of Ethics (Attachment A).

(b) The City Manager commits to comply with the ICMA Code of Ethics.

(c) The City and the City Council agree that neither the City Council nor any of its members will give the City Manager any order, direction, or request that would require the City Manager to violate the ICMA Code of Ethics.

4. COMPENSATION

The City agrees to provide the following compensation to the City Manager during the term of the agreement:

A. Compensation & Required Employer Costs

(1) Base Salary

The annual salary for the position of City Manager shall be \$236,000.00.

(a) The City Manager shall be paid at the same intervals and in the same manner as regular City employees.

(b) The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of the City Manager, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

(2) Required Employer Costs

(a) Federal Insurance Contributions Act (FICA) (if applicable).

(i) Old Age Survivor and Disability Income (OASDI).

(ii) Medicare.

(b) Unemployment Compensation.

(c) Public Employees Retirement System (PERS).

The City contracts with the California Public Employees' Retirement System (CalPERS) for retirement benefits. The City Manager shall receive benefits at the 3%@60 formula with the single highest year compensation. The City Manager shall pay the full 8% of his share.

- (d) The cost of any fidelity or other bonds required by law for the City Manager.
- (e) The cost to defend and indemnify the City Manager as provided in Section 8.E below.
- (f) Workers Compensation.

B. Basic Benefits

(1) Holidays

The City Manager is entitled to those paid holidays per calendar year provided to all other non-public safety City employees.

(2) Leave Allowance

The City provides several leave benefits to its employees, including sick, vacation, administrative, military, bereavement and funeral leave. The City Manager shall receive the same leave benefits as provided to other Executive Management employees for the City. The City Manager shall accrue vacation at the highest accrual rate afforded to non-safety, executive employees. Additionally, the City Manager shall be provided with a starting balance of 120 hours of vacation leave upon commencement of employment. City Manager's maximum accrual of vacation leave shall be limited by such policies applicable to all other City Executive Management employees.

(3) Automobile

The City Manager shall be provided a monthly automobile allowance of \$550 in exchange for making a vehicle available for the City Manager's own use and for City-related business and/or functions during, before and after normal work hours. By the City Manager making the City Manager's personal automobile available for use, the City Manager is not precluded from using City vehicles for City business during, before, and after the normal workday on occasion, when appropriate.

(4) Cellular Telephone Allowance

The City Manager shall receive as compensation the sum of \$120 per month for use as an allowance for his/her cellular telephone service.

(5) Technology Allowance

The City Manager shall be provided with an amount not to exceed \$2,500 biennially, beginning with the year of City Manager's initial appointment, for use

to purchase technology equipment such as a personal laptop computer, etc. The payment shall be made upon submission of receipts documenting the purchase(s). The equipment purchased shall become the property of the City Manager.

(6) One-Time Relocation Expenses

At any time during the term the first four years of this Agreement if the City Manager elects to relocate his household from his current residence in San Diego County to a location within 15 miles of City Hall, the City Manager shall be provided a one-time relocation amount not to exceed the following: The City Manager shall obtain three (3) quotes for the relocation of his household furnishings and family property and provide those to the City's Director of Administrative Services or, if no Director of Administrative Services, to the City Attorney. The City Council shall then select one of the vendors from among the three (3) quotes, and the City shall reimburse the City Manager an amount not to exceed \$5,000 to cover costs associated with moving and relocation of his household to the new location.

(7) Benefits that Accrue to Other Employees

The City Manager shall be entitled to all benefits, rights, and privileges accorded to non-public safety City Executive Management employees except as otherwise provided in this Agreement. If there is any conflict between this Agreement and any resolution fixing compensation and benefits for non-public safety City Executive Management employees or other non-classified employees, this Agreement shall control.

5. SECURITY

A. Pensions

(1) Public Employees Retirement System (PERS)

For the purposes of PERS reporting, the City shall incorporate into the reported base pay as compensation earnable, but only to the extent, if any, that PERS will consider it to be compensation earnable, all payments to the City Manager for the following: pay for performance, incentive payments, City-paid employee portion of PERS, and deferred compensation, as well as Section 4.A(1) base pay.

(2) Deferred Compensation

(a) Section 457 Plan

The City will make, in equal proportionate amounts each pay period, an annual contribution of \$6,000 into a qualified Section 457 Plan from one of the City approved plans as selected by the City Manager. Amounts contributed under this section shall be to the benefit of the City Manager in accordance with the Deferred Compensation Plan participation agreement.

(b) Internal Revenue Code Compliance

All provisions of this Section 5.A are subject to the provisions and limitations of the Internal Revenue Code and its related regulations as amended from time to time. No requirement of any provision of this Section 5.A shall be effective if it would violate any provision of the Internal Revenue Code or its related regulations, and the inability of the City to effectuate such requirements shall not constitute a breach of this Agreement.

B. Insurance

(1) Cafeteria Plan

The City Manager shall receive a Cafeteria Plan allocation of the same amount provided to Executive Management employees at the City, currently \$1,100 per month for medical, dental and vision insurances. The City Manager may choose to receive all or part of this as additional compensation. However, this additional amount will not be reported to CalPERS as compensation.

(2) Disability Insurance

(a) The City shall provide short term disability insurance in the amount of sixty-six and two-thirds percent (66-2/3%) of weekly earnings, not to exceed \$1,500 per week.

(b) The City shall provide long term disability insurance in the amount of sixty-six and two-thirds percent (66-2/3%) of monthly earnings, not to exceed \$6,500 per month.

(3) Life Insurance

Term life insurance in the amount of one and one-half (1½) times base salary, plus \$25,000.00. The City Manager shall be responsible for any tax liabilities associated with this benefit.

6. **SEPARATION**

A. Resignation/Retirement

The City Manager may resign at any time and agrees to give the City at least 60 days advance written notice of the effective date of the City Manager's resignation, unless the Parties otherwise agree in writing. If the City Manager retires from full time public service with the City, the City Manager may provide six months' advance notice. The City Manager's actual retirement date will be mutually established.

B. Termination & Removal

(1) The City Manager is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506.

- (2) The City Council may remove the City Manager at any time, either with or without cause, by a majority vote of its members, except as otherwise provided by Section 6.B(3), below, and unless otherwise provided by law or any charter provision applicable to the City, if a charter is approved by the City's electorate. Notice of termination shall be provided to the City Manager in writing at least 60 days prior to the termination date. Termination as used in this shall also include request that the City Manager resign, a reduction in salary or other financial benefits of the City Manager (excluding a general City Management salary reduction), a material reduction in the powers and authority of the City Manager, or the elimination of the City Manager's position. Any such notice of termination or act constituting termination shall be given at or effectuated at a duly noticed regular meeting of the City Council.
- (3) The City Manager shall not be removed without cause during the 60-day period preceding, or the 90-day period following, any regular or special election for membership on the City Council, or during the 60-day period following any change in membership of the City Council.
- (4) Given the at-will nature of the position of City Manager, an important element of the employment agreement pertains to termination. It is in both the City's interest and that of the City Manager that any separation of the City Manager is done in a businesslike manner.

C. Severance Pay

- (1) In the event the City Manager is terminated by the City Council during such time that the City Manager is willing and able to perform the City Manager's duties under this Agreement, then in that event the City agrees to pay the City Manager a lump sum cash payment equal to twelve-months' base salary and benefits then in effect as provided in 4.A(1) above.
- (2) In addition, the City shall extend to the City Manager the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The City Manager shall notify the City within five days of securing new full-time employment or insurance.
- (3) In the event the City refuses, following written notice of non-compliance, to comply with any provision in this Employment Agreement benefiting the City Manager, or the City Manager resigns following a suggestion, whether formal or informal, by a majority of the City Council that the City Manager resign, then, in that event, the City Manager may, at the City Manager's option, be deemed to be "terminated" as of the date of such refusal to comply or suggestion to resign and this severance pay provision shall be actuated.
- (4) All payments required under Sections 6.C(1), (2), and (3) are subject to and shall be interpreted to comply with the limitations set forth in Government Code Sections 53243 through 53243.4, and 53260.
- (5) The Parties agree that in the severance benefits due upon termination, if any, and other benefits due upon termination as provided by this Agreement, shall be the

only compensation payable to the City Manager and are intended to compensate the City Manager for any damages, which could include, among other losses: the loss of the opportunity to transition employment, the loss of alternate employment opportunities, the loss of income, the loss of opportunities for retraining or further education, the erosion of personal investments and savings, the loss of retirement benefits, physical displacement or the loss of a residence, the loss of insurance and medical benefits, expenses for professional counseling, the loss of standard of living including educational opportunities for children, and the resultant emotional distress to the City Manager and the City Manager's family.

- (6) Notwithstanding the foregoing, should the City Manager receive severance compensation or any cash settlement related to termination, whether (1) pending any investigation of City Manager's criminal misconduct for abuse of his or her office or position, or (2) prior to any investigation of criminal misconduct, but where the City Manager is later convicted of a crime involving an abuse of his or her office or position, the severance payments or any cash settlements related to termination, made to the City Manager, shall be fully reimbursed to the City by the City Manager. "Abuse of office or position" means either of the following:
 - (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
 - (b) A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

D. Involuntary Resignation

- (1) In the event that the City Council formally or a majority of the City Council informally asks the City Manager to resign, then the City Manager shall be entitled to resign and still receive the severance benefits provided in Section 6.C above.
- (2) The City Manager has relied upon the provisions of the Municipal Code upon entering into this Agreement, as it pertains to the City Manager's role, powers, duties, authority, responsibilities, compensation and benefits. In the event the City Council adds, deletes or amends the Municipal Code without the consent of the City Manager, and such addition, deletion or amendment is inconsistent with the terms of this Agreement and the City Manger's role, powers, duties, authority, responsibilities, compensation and benefits as currently provided, then the City Manager shall have the right, at the City Manager's sole option, to give the City Council notice that such amendment(s) constitute a request by the City Council for the City Manager's involuntary resignation. Notwithstanding the foregoing, changes affecting the City Manager in any charter adopted by the City's electorate, at any time subsequent to the effective date of this Agreement, shall be deemed to have been made with the consent of the City Manager.
- (3) Upon receipt of such notice the City Council shall have thirty days in which to do one of the following: (a) rescind the amendment(s); (b) renegotiate this Agreement to the City Manager's satisfaction; (c) confirm that the City Manager

is being asked to involuntarily resign; or (d) take no action. In the event that either (c) or (d) occurs, or the City is unable to accomplish (b), then the City Manager shall be entitled to resign and still receive the severance benefits provided in Section 6.C above.

E. Separation for Cause

- (1) Notwithstanding the provisions of Section 6.C, the City Manager may be terminated for cause. As used in this section, "cause" shall mean only one or more the following:
 - (a) Conviction of a felony;
 - (b) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the Manager's duties;
 - (c) Repeated and protracted unexcused absences from the City Manager's office and duties;
 - (d) Moral turpitude;
 - (e) Insubordinate behavior; or
 - (f) Conviction of a crime involving an abuse of office or position, as defined in Government Code Section 53243.4.
- (2) In the event the City terminates the City Manager for cause, then the City may terminate this Agreement immediately, and the City Manager shall be entitled to only the compensation accrued up to the date of termination, payments required by Section 6.F below, and such other termination benefits and payments as may be required by law. The City Manager shall not be entitled to any severance benefits provided by Section 6.C.
- (3) In the event the City terminates the City Manager for cause, the City and the City Manager agree that neither Party shall make any written or oral statements to members of the public or the press concerning the City Manager's termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party. Provided, however, that either Party may verbally repeat the substance of any such press release in response to inquiries by members of the press or public.

F. Payment for Unused Leave Balance

- (1) On separation from City employment, the City Manager shall be paid for all unused accrued leave allowances provided in Section 4.B(2) above, (except for unused accrued sick leave) and/or the City Manager may apply the leave time (including unused accrued sick leave) to service credit for retirement purposes if permitted by PERS. Accumulated leave balances shall be paid at the City Manager's monthly salary rate at the effective date of separation.

- (2) In the event the City Manager dies while employed by the City under this Agreement, the City Manager's beneficiaries or those entitled to the City Manager's estate, shall be entitled to the City Manager's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances.

7. MISCELLANEOUS PROVISIONS

A. Term

This Agreement shall be effective May 24, 2018, and shall have no defined term.

B. Provisions that Survive Termination

Many sections of this Agreement are intended by their terms to survive the City Manager's termination of employment with the City, including but limited to Sections 6 and 7.E. These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

C. Amendments

This Agreement may be amended at any time by mutual agreement of the City and the City Manager. Any amendments are to be negotiated, put in writing, and adopted by the City Council.

D. Conflict of Interest

- (1) The City Manager shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein.
- (2) The City Manager shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Manager's City employment.
- (3) The City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

E. Indemnification

- (1) To the full extent of the law as provided by the California Torts Claims Act (Government Code Section 810 et seq.) the City shall defend and indemnify the City Manager against and for all losses sustained by the City Manager in direct consequences of the discharge of the City Manager's duties on the City's behalf

for the period of the City Manager's employment, save and except those losses sustained as a result of the willful act or omission of the City Manager. Under no circumstances is the City obligated to indemnify the City Manager for any acts or omissions on the part of the City Manager that result in an award of punitive damages

- (2) The City shall defend, save harmless and indemnify the City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Manager's duties as City Manager. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, should the City provide the City Manager with a legal criminal defense where it is alleged that the City Manager has abused his or her office or position, and should the City manager be convicted of a crime involving an abuse of his or her office or position, the costs incurred by the City to provide the legal criminal defense shall be fully reimbursed to the City by the City Manager. Abuse of office or position is as defined in Section 6.C(6) above.
- (3) Whenever the City Manager shall be sued for damages arising out of the performance of the City Manager's duties, the City shall provide defense counsel for the City Manager in such suit and indemnify the City Manager from any judgment rendered against the City Manager; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Manager's capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the City Manager may have under the law.
- (4) The City and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the City Manager, while acting within the scope of the City Manager's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the City or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by the City Manager.
- (5) In the event that the City Manager shall serve as the chief executive of other City-related legal entities as provided in Section 3.A(1)(c) above, then each provision of this Section 7.E shall be equally applicable to each City-related legal entity as though set forth in an indemnity agreement between the City Manager and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City-related legal entity, and shall indemnify and hold the City Manager harmless against any failure or refusal by City-related legal entity to perform its obligations under this Section 7.E.

F. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

G. Laws Affecting Title

In addition to those laws affecting a City Manager, the City Manager shall have the same powers, rights and responsibilities as a Chief Executive Officer, City Administrative Officer, Administrator, and/or City Administrator as those terms are used in local, state or federal laws.

H. Jurisdiction and Venue

This Contract shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in San Diego County, California. City Manager expressly waives any right to remove any such action from San Diego County as is otherwise permitted by section 394 of the Code of Civil Procedure.

I. Entire Agreement

This Contract represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed agreement of the Parties.

J. Notice

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which the City Manager or the City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective Parties as follows:

(1) If to the City:

City of El Cajon
200 Civic Center Way
El Cajon, California 92020
Attention: City Clerk

(2) If to the City Manager:

Graham Mitchell
1094 Avocado Avenue
Escondido, CA 92026

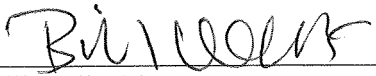
8. EXECUTION

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

“City”

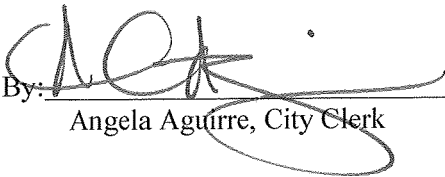
“City Manager”

CITY OF EL CAJON,
a charter city and municipal corporation

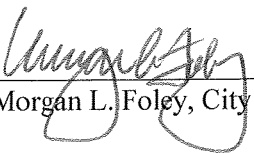
By: 
Bill Wells, Mayor


Graham Mitchell

ATTEST:

By: 
Angela Aguirre, City Clerk

APPROVED AS TO FORM:

By: 
Morgan L. Foley, City Attorney

**FIRST AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT is made and entered into effective the 1st day of January, 2020, by and between the City of El Cajon, California, a charter city and municipal corporation (the "City") and Graham Mitchell, an individual (the "City Manager").

RECITALS

1. City and City Manager entered into that certain "City Manager Employment Agreement Between the City of El Cajon, a charter city and municipal corporation and Graham Mitchell," dated April 24, 2018 (the "Agreement"), by which the City and the City Manager established the terms and conditions for the employment of the City Manager as the City Manager for the City.

2. The terms of the Agreement provide, among other things, benefits and compensation payable to the City Manager.

3. The Agreement provides that it may amended at any time by mutual agreement of the City and the City Manager, with any amendments to be in writing, and adopted by the City Council following negotiations between the parties.

4. This "First Amendment to City Manager Employment Agreement" (the "First Amendment") is necessary to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1) of subsection (A) of Section 4 of the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Paragraph (1) of subsection (A) of Section 4 of the Agreement is hereby amended to read as follows:

A. Compensation & Required Employer Costs

(1) Base Salary

- (a) The salary for the position of City Manager, effective the first pay period that includes January 14, 2020, shall be \$10,513.93 every two (2) weeks (i.e., bi-weekly).
- (b) The City Manager shall be paid at the same intervals and in the same manner as regular City employees.
- (c) The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other

financial benefits of the City Manager, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

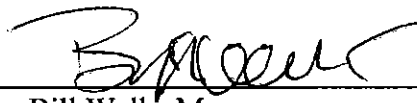
Section 2. Except as otherwise amended by this First Amendment, all remaining terms and conditions of the Agreement not in conflict herewith remain in full force and effect.

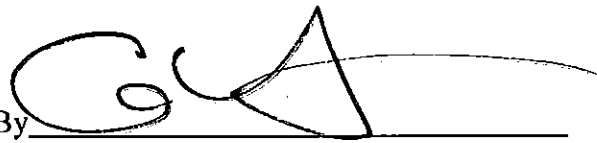
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and year first above written.

City

City Manager

CITY OF EL CAJON, a charter city
and municipal corporation


By 
Bill Wells, Mayor

By 
Graham Mitchell

ATTEST:

By 
Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

By 
Morgan L. Foley, City Attorney

RESOLUTION NO. 067-20

RESOLUTION APPROVING SECOND AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT

WHEREAS, on April 24, 2018, the City of El Cajon (the "City") and the City Manager entered into that certain "City Manager Employment Agreement Between the City of El Cajon and Graham Mitchell" (the "Agreement"), which established the terms and conditions for employment as the City Manager for the City, and provides, among other things, benefits and compensation payable to the City Manager; and

WHEREAS, on January 14, 2020, the City Council approved the First Amendment to City Manager Employment Agreement (the "First Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement, effective January 1, 2020; and

WHEREAS, the parties now desire to enter into a Second Amendment to City Manager Employment Agreement (the "Second Amendment") to increase benefits and compensation to the City Manager consistent with the Compensation Plan for Executive Employees that becomes effective the pay period of June 13, 2020 through June 26, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The City Council hereby approves the execution of the Second Amendment substantially in the form as presented to the City Council in this meeting, with such changes as may be approved by the City Manager.
2. The Mayor and City Clerk are authorized and directed to execute said Second Amendment on behalf of the City of El Cajon.

PASSED AND ADOPTED by the City Council of the City of El Cajon, California, at an Adjourned Regular Joint City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Meeting held this 23rd day of June 2020, by the following vote to wit:

AYES	:	Goble, Kendrick, McClellan, Ortiz, Wells
NOES	:	None
ABSENT	:	None
DISQUALIFY:	:	None

BILL WELLS
Mayor of the City of El Cajon

ATTEST:

ANGELA L. CORTEZ, CMC

City Clerk

I hereby certify that the above and foregoing is a full and true copy of Resolution No. 067-20 of the Resolutions of the City of El Cajon, California, as adopted by the City Council at the Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency on the 23rd day of June 2020.



Angela L. Cortez, CMC, City Clerk

06/23/20 CC Agenda
Reso – Approve 2nd Amendment to CM Employment Agmt 062220

**SECOND AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT is made and entered into effective the 1ST day of July, 2020, by and between the City of El Cajon, California, a charter city and municipal corporation (the "City") and Graham Mitchell, an individual (the "City Manager").

RECITALS

1. City and City Manager entered into that certain "City Manager Employment Agreement Between the City of El Cajon, a charter city and municipal corporation and Graham Mitchell," dated April 24, 2018 (the "Agreement"), by which the City and the City Manager established the terms and conditions for the employment of the City Manager as the City Manager for the City.

2. The terms of the Agreement provide, among other things, benefits and compensation payable to the City Manager.

3. The Agreement provides that it may amended at any time by mutual agreement of the City and the City Manager, with any amendments to be in writing, and adopted by the City Council following negotiations between the parties.

4. On January 1, 2020, the City and the City Manager instituted that certain "First Amendment to City Manager Employment Agreement" (the "First Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1) of subsection (A) of Section 4 of the Agreement.

5. This "Second Amendment to City Manager Employment Agreement" (the "Second Amendment") is necessary to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Paragraph (1)(a) of subsection (A) of Section 4 of the Agreement is hereby amended to read as follows:

A. Compensation & Required Employer Costs

(1) Base Salary

- (a) The salary for the position of City Manager, effective the first pay period that includes July 1, 2020, shall be \$10,776.78 every two (2) weeks (i.e., bi-weekly).


Section 2. Except as otherwise amended by the First Amendment and this Second Amendment, all remaining terms and conditions of the Agreement not in conflict herewith remain in full force and effect.

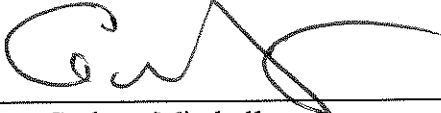
IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment the day and year first above written.

City

City Manager

CITY OF EL CAJON, a charter city
and municipal corporation

By  _____
Bill Wells, Mayor

By  _____
Graham Mitchell

ATTEST:

By  _____
Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

By  _____
Morgan L. Foley, City Attorney

**THIRD AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This THIRD AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT is made and entered into effective the 12th day of June, 2021, by and between the City of El Cajon, California, a charter city and municipal corporation (the "City") and Graham Mitchell, an individual (the "City Manager").

RECITALS

1. City and City Manager entered into that certain "City Manager Employment Agreement Between the City of El Cajon, a charter city and municipal corporation and Graham Mitchell," dated April 24, 2018 (the "Agreement"), by which the City and the City Manager established the terms and conditions for the employment of the City Manager as the City Manager for the City.

2. The terms of the Agreement provide, among other things, benefits and compensation payable to the City Manager.

3. The Agreement provides that it may amended at any time by mutual agreement of the City and the City Manager, with any amendments to be in writing, and adopted by the City Council following negotiations between the parties.

4. On January 1, 2020, the City and the City Manager instituted that certain "First Amendment to City Manager Employment Agreement" (the "First Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1) of subsection (A) of Section 4 of the Agreement.

5. On July 1, 2020, the City and the City Manager instituted that certain "Second Amendment to City Manager Employment Agreement" (the "Second Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement.

6. This "Third Amendment to City Manager Employment Agreement" (the "Third Amendment") is necessary to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement, and to extend the term for relocation compensation as listed in paragraph (6) of subsection (B) of Section 4.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Paragraph (1)(a) of subsection (A) of Section 4 of the Agreement is hereby amended to read as follows:

A. Compensation & Required Employer Costs

(1) Base Salary

- (a) The salary for the position of City Manager, effective the first pay period that compensates the City Manager by paycheck issued on or after July 1, 2021, shall be \$11,046.20 every two (2) weeks (i.e., bi-weekly).

Section 2. Paragraph (6) of subsection (B) of Section 4 of the Agreement is hereby amended to read as follows:

B. Basic Benefits

(6) One-Time Relocation Expenses

At any time during the term the first eight years of this Agreement if the City Manager elects to relocate his household from his current residence in San Diego County to a location within 15 miles of City Hall, the City Manager shall be provided a one-time relocation amount not to exceed the following: The City Manager shall obtain three (3) quotes for the relocation of his household furnishings and family property and provide those to the City's Director of Administrative Services or, if no Director of Administrative Services, to the City Attorney. The City Council shall then select one of the vendors from among the three (3) quotes, and the City shall reimburse the City Manager an amount not to exceed \$5,000 to cover costs associated with moving and relocation of his household to the new location.

Section 3. Except as otherwise amended by the First Amendment, the Second Amendment and this Third Amendment, all remaining terms and conditions of the Agreement not in conflict herewith remain in full force and effect.

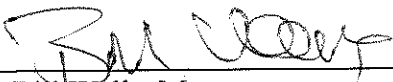
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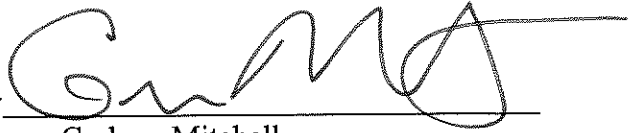
IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment the day and year first above written.

City


City Manager

CITY OF EL CAJON, a charter city
and municipal corporation

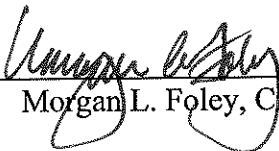
By  _____
Bill Wells, Mayor

By  _____
Graham Mitchell

ATTEST:

By  _____
Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

By  _____
Morgan L. Foley, City Attorney

**FOURTH AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This FOURTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT is made and entered into effective the 10th day of May, 2022, by and between the City of El Cajon, California, a charter city and municipal corporation (the "City") and Graham Mitchell, an individual (the "City Manager").

RECITALS

1. City and City Manager entered into that certain "City Manager Employment Agreement Between the City of El Cajon, a charter city and municipal corporation and Graham Mitchell," dated April 24, 2018 (the "Agreement"), by which the City and the City Manager established the terms and conditions for the employment of City Manager as the City Manager for the City.
2. The terms of the Agreement provide, among other things, benefits and compensation payable to the City Manager.
3. The Agreement provides that it may amended at any time by mutual agreement of the City and the City Manager, with any amendments to be in writing, and adopted by the City Council following negotiations between the parties.
4. On January 1, 2020, the City and the City Manager instituted that certain "First Amendment to City Manager Employment Agreement" (the "First Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1) of subsection (A) of Section 4 of the Agreement.
5. On July 1, 2020, the City and the City Manager instituted that certain "Second Amendment to City Manager Employment Agreement" (the "Second Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement.
6. On July 1, 2021, the City and the City Manager instituted that certain "Third Amendment to City Manager Employment Agreement" (the "Third Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement, and to extend the term for relocation compensation as listed in paragraph (6) of subsection (B) of Section 4.
7. This "Fourth Amendment to City Manager Employment Agreement" (the "Fourth Amendment") is necessary to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Paragraph (1)(a) of subsection (A) of Section 4 of the Agreement is hereby amended to read as follows:

A. Compensation & Required Employer Costs

(1) Base Salary

- (a) The salary for the position of City Manager, effective the first pay period that compensates the City Manager by paycheck issued on or after April 13, 2022, shall be \$11,377.59 every two (2) weeks (i.e., bi-weekly).

Section 2. Except as otherwise amended by the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, all remaining terms and conditions of the Agreement not in conflict herewith remain in full force and effect.

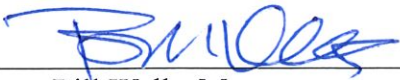
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IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment the day and year first above written.

City

City Manager

CITY OF EL CAJON, a charter city and municipal corporation

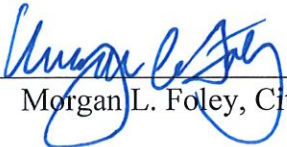
By 
Bill Wells, Mayor

By 
Graham Mitchell

ATTEST:

By 
Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

By 
Morgan L. Foley, City Attorney

**FIFTH AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This FIFTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT is made and entered into effective the 14th day of June, 2022, by and between the City of El Cajon, California, a charter city and municipal corporation (the "City") and Graham Mitchell, an individual (the "City Manager").

RECITALS

1. City and City Manager entered into that certain "City Manager Employment Agreement Between the City of El Cajon, a charter city and municipal corporation and Graham Mitchell," dated April 24, 2018 (the "Agreement"), by which the City and the City Manager established the terms and conditions for the employment of the City Manager as the City Manager for the City.
2. The terms of the Agreement provide, among other things, benefits and compensation payable to the City Manager.
3. The Agreement provides that it may amended at any time by mutual agreement of the City and the City Manager, with any amendments to be in writing, and adopted by the City Council following negotiations between the parties.
4. On January 1, 2020, the City and the City Manager instituted that certain "First Amendment to City Manager Employment Agreement" (the "First Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1) of subsection (A) of Section 4 of the Agreement.
5. On July 1, 2020, the City and the City Manager instituted that certain "Second Amendment to City Manager Employment Agreement" (the "Second Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement.
6. On July 1, 2021, the City and the City Manager instituted that certain "Third Amendment to City Manager Employment Agreement" (the "Third Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement, and to extend the term for relocation compensation as listed in paragraph (6) of subsection (B) of Section 4.
7. On May 10, 2022, the City and the City Manager instituted that certain "Fourth Amendment to City Manager Employment Agreement" (the "Fourth Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement, effective April 13, 2022.
8. This "Fifth Amendment to City Manager Employment Agreement" (the "Fifth Amendment") is necessary to increase benefits and compensation to the City Manager consistent

with the Compensation Plan for Executive Employees that becomes effective the pay period of June 11, 2022 through June 24, 2022.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Paragraph (1)(a) of subsection (A) of Section 4 of the Agreement is hereby amended to read as follows:

A. Compensation & Required Employer Costs

(1) Base Salary

- (a) The salary for the position of City Manager, effective the first pay period that compensates the City Manager by paycheck issued on or after July 1, 2022, shall be \$11,662.03 every two (2) weeks (i.e., bi-weekly).

Section 2. Except as otherwise amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and this Fifth Amendment, all remaining terms and conditions of the Agreement not in conflict herewith remain in full force and effect.

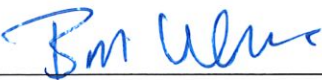
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IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment the day and year first above written.

City

City Manager

CITY OF EL CAJON, a charter city
and municipal corporation

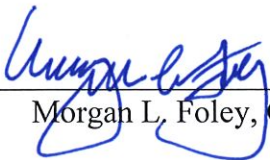
By 
Bill Wells, Mayor

By 
Graham Mitchell

ATTEST:

By 
Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

By 
Morgan L. Foley, City Attorney

**SIXTH AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This SIXTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT is made and entered into effective the 27th day of June, 2023, by and between the City of El Cajon, California, a charter city and municipal corporation (the "City") and Graham Mitchell, an individual (the "City Manager").

RECITALS

1. City and City Manager entered into that certain "City Manager Employment Agreement Between the City of El Cajon, a charter city and municipal corporation and Graham Mitchell," dated April 24, 2018 (the "Agreement"), by which the City and the City Manager established the terms and conditions for the employment of the City Manager as the City Manager for the City.

2. The terms of the Agreement provide, among other things, benefits and compensation payable to the City Manager.

3. The Agreement provides that it may amended at any time by mutual agreement of the City and the City Manager, with any amendments to be in writing, and adopted by the City Council following negotiations between the parties.

4. On January 1, 2020, the City and the City Manager instituted that certain "First Amendment to City Manager Employment Agreement" (the "First Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1) of subsection (A) of Section 4 of the Agreement.

5. On July 1, 2020, the City and the City Manager instituted that certain "Second Amendment to City Manager Employment Agreement" (the "Second Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement.

6. On July 1, 2021, the City and the City Manager instituted that certain "Third Amendment to City Manager Employment Agreement" (the "Third Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement, and to extend the term for relocation compensation as listed in paragraph (6) of subsection (B) of Section 4.

7. On May 10, 2022, the City and the City Manager instituted that certain "Fourth Amendment to City Manager Employment Agreement" (the "Fourth Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement, effective April 13, 2022.

8. On June 14, 2022, the City and the City Manager instituted that certain "Fifth Amendment to City Manager Employment Agreement" (the "Fifth Amendment") to increase

benefits and compensation to the City Manager consistent with the Compensation Plan for Executive Employees that becomes effective the pay period of June 11, 2022 through June 24, 2022.

9. This "Sixth Amendment to City Manager Employment Agreement" (the "Sixth Amendment") is necessary to increase the cost of living compensation to the City Manager consistent with the Compensation Plan for Executive Employees that becomes effective on the first paycheck in July 2023, and to provide for an increase of \$20,000 in employer provided annual contribution to deferred compensation.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Paragraph (1)(a) of subsection (A) of Section 4 of the Agreement is hereby amended to read as follows:

A. Compensation & Required Employer Costs

(1) Base Salary

- (a) The salary for the position of City Manager, effective the first pay period that compensates the City Manager by paycheck issued on or after July 1, 2023, shall be \$12,070.20 every two (2) weeks (i.e., bi-weekly).

Section 2. Paragraph (2)(a) of subsection (A) of Section 5 of the Agreement is hereby amended to read as follows:

A. Pensions

(2) Deferred Compensation

(a) Section 457 Plan

Effective the first pay period that compensates the City Manager by paycheck issued on or after July 1, 2023, City will make, in equal proportionate amounts each pay period, an annual contribution of \$26,000 into a qualified Section 457 Plan from one of the City approved plans as selected by the City Manager. Amounts contributed under this section shall be to the benefit of the City Manager in accordance with the Deferred Compensation Plan participation agreement.

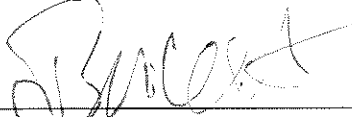
Section 3. Except as otherwise amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment, all remaining terms and conditions of the Agreement not in conflict herewith remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment the day and year first above written.

City

City Manager

CITY OF EL CAJON, a charter city
and municipal corporation

By 

Bill Wells, Mayor

By 

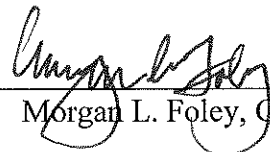
Graham Mitchell

ATTEST:

By 

Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

By 

Morgan L. Foley, City Attorney

**SEVENTH AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This SEVENTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT is made and entered into effective the 28th day of May, 2024, by and between the City of El Cajon, California, a charter city and municipal corporation (the "City") and Graham Mitchell, an individual (the "City Manager").

RECITALS

1. City and City Manager entered into that certain "City Manager Employment Agreement Between the City of El Cajon, a charter city and municipal corporation and Graham Mitchell," dated April 24, 2018 (the "Agreement"), by which the City and the City Manager established the terms and conditions for the employment of the City Manager as the City Manager for the City.

2. The terms of the Agreement provide, among other things, benefits and compensation payable to the City Manager.

3. The Agreement provides that it may amended at any time by mutual agreement of the City and the City Manager, with any amendments to be in writing, and adopted by the City Council following negotiations between the parties.

4. On January 1, 2020, the City and the City Manager instituted that certain "First Amendment to City Manager Employment Agreement" (the "First Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1) of subsection (A) of Section 4 of the Agreement.

5. On July 1, 2020, the City and the City Manager instituted that certain "Second Amendment to City Manager Employment Agreement" (the "Second Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement.

6. On July 1, 2021, the City and the City Manager instituted that certain "Third Amendment to City Manager Employment Agreement" (the "Third Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement, and to extend the term for relocation compensation as listed in paragraph (6) of subsection (B) of Section 4.

7. On May 10, 2022, the City and the City Manager instituted that certain "Fourth Amendment to City Manager Employment Agreement" (the "Fourth Amendment") to more accurately describe the City Manager's Base Salary as part of his Compensation and Required Employer Costs in paragraph (1)(a) of subsection (A) of Section 4 of the Agreement, effective April 13, 2022.

8. On June 14, 2022, the City and the City Manager instituted that certain "Fifth Amendment to City Manager Employment Agreement" (the "Fifth Amendment") to increase

benefits and compensation to the City Manager consistent with the Compensation Plan for Executive Employees that becomes effective the pay period of June 11, 2022 through June 24, 2022.

9. On June 27, 2023, the City and the City Manager instituted that certain "Sixth Amendment to City Manager Employment Agreement (the "Sixth Amendment") to increase the cost of living compensation to the City Manager consistent with the Compensation Plan for Executive Employees that becomes effective on the first paycheck in July 2023, and to provide for an increase of \$20,000 in employer provided annual contribution to deferred compensation.

10. This "Seventh Amendment to City Manager Employment Agreement" (the "Seventh Amendment") is necessary to increase the cost of living compensation to the City Manager consistent with the Compensation Plan for Executive Employees that becomes effective on the first paycheck in July 2024.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Paragraph (1)(a) of subsection (A) of Section 4 of the Agreement is hereby amended to read as follows:

A. Compensation & Required Employer Costs

(1) Base Salary

- (a) The salary for the position of City Manager, effective the first pay period that compensates the City Manager by paycheck issued on or after July 1, 2024, shall be \$12,432.30 every two (2) weeks (i.e., bi-weekly).

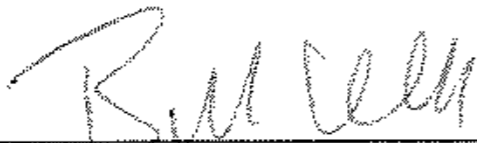
Section 2. Except as otherwise amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and this Seventh Amendment, all remaining terms and conditions of the Agreement not in conflict herewith remain in full force and effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment the day and year first above written.

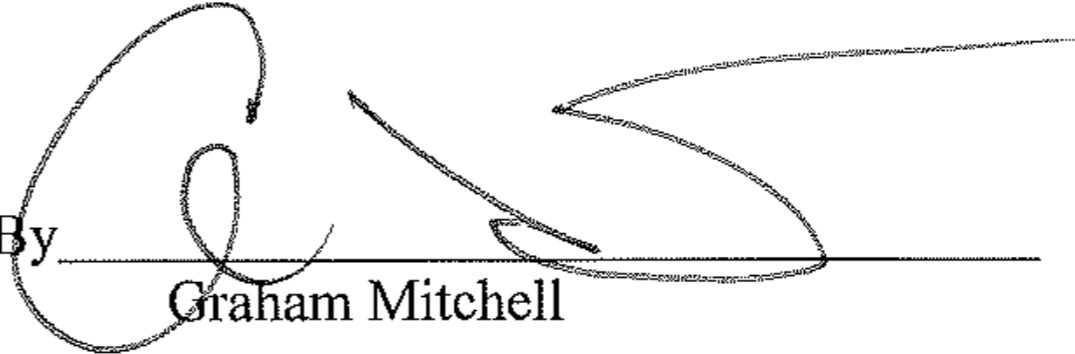
City

CITY OF EL CAJON, a charter city
and municipal corporation


By 
Bill Wells, Mayor

City Manager


GRAHAM MITCHELL

By 
Graham Mitchell

ATTEST:

By 
Angela L. Cortez, CMC, City Clerk

APPROVED AS TO FORM:

By 
Morgan L. Foley, City Attorney