

D. Eighth (8th) Amendment to the City Manager Contract

Recommendation: To approve the eighth amendment to the City Manager contract resulting in an annual base salary of \$280,000 effective the first full pay period after July 1, 2024.

**EIGHTH AMENDMENT TO
EMPLOYMENT AGREEMENT FOR THE POSITION OF
CITY MANAGER**

by and between

the

CITY OF CATHEDRAL CITY

and

CHARLES McCLENDON

Dated: April 24, 2024

**EIGHTH AMENDMENT TO EMPLOYMENT AGREEMENT
FOR THE POSITION OF
CITY MANAGER**

This Eighth Amendment to Employment Agreement for the Position of City Manager ("Eighth Amendment") is made and entered into this 24th day of April 2024, by and between the CITY OF CATHEDRAL CITY, a California charter city, ("City") and CHARLES McCLENDON, an individual, ("Employee") (hereinafter City and Employee may be jointly referred to as the "Parties") on the following terms and conditions:

RECITALS

A. The Parties entered into that Employment Agreement for the Position of City Manager ("Employment Agreement") on January 22, 2014. The Employment Agreement has been amended numerous time, and was last amended on June 14, 2023, by the Seventh Amendment to Employment Agreement, inclusive ("Prior Amendments").

B. The purpose of this Eighth Amendment is to amend Section 4.a "Salary" to establish a new base salary for Employee effective the first full pay period following July 1, 2024 in recognition of Employee's valued service and based on comparable salaries provided to city manager and general manager of public entities in the Coachella Valley.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the Parties do hereby enter into this Eighth Amendment which modifies and amends the Agreement and Amendments, as follows:

1. Amendments

- a) Section 4.a. **Salary.** Section 4.a. "Salary" of the Employment Agreement is amended to read as follows:

"4.a. Salary. Employee shall be paid an annual base salary of \$280,000 effective and commencing the first full pay period following July 1, 2024 ("Base Salary"). Payments shall be made in accordance with the City's normal payroll practices and procedures. Employee's salary may be adjusted at the sole discretion of the City Council. Any increase or decrease is not effective until the Parties draft and sign an amendment to this Agreement that states the new annual base salary and the effective date of that new salary which is adopted by the City Council at a duly noticed public meeting. If Employee possesses a Master's Degree he is entitled to an educational stipend equal to five-percent (5%) of base salary pursuant to the Executive Policy ("Adjusted Base Salary"), which is subject to change at the discretion of the City Council.

2. **General Provisions:** The following general provisions shall apply.

- a) **Remainder Unchanged.** Except as specifically modified and amended in this Eighth Amendment, the Agreement, inclusive of the Past Amendments, remains in full force and effect and binding upon the Parties.
- b) **Integration.** This Eighth Amendment consists of pages 1 through 4 inclusive, which constitute the entire understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the transaction discussed in this Eighth Amendment.
- c) **Effective Date.** This Eighth Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the City and by McClendon.
- d) **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Eighth Amendment.
- e) **References.** All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Eighth Amendment have the same meaning as provided in the Agreement and Prior Amendments, unless expressly stated to the contrary in this Eighth Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Eighth Amendment on the date first indicated above.

CITY OF CATHEDRAL

EMPLOYEE

Mark Carnevale, Mayor

Charles P. McClendon

ATTEST:

APPROVED AS TO FORM:

Tracey R. Hermosillo, City Clerk

Eric S. Vail

