

RESOLUTION NO. 20-86

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL APPROVING  
THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT  
BETWEEN THE CITY AND RACHEL BARBOSA AS CITY MANAGER

WHEREAS, on March 24, 2020, the City Council of the City (the "City Council") entered into the City of South El Monte City Manager Employment Agreement (the "Agreement"); and

WHEREAS, Section 2.1 of the Agreement provides that the "City Council shall consider salary adjustments commensurate with Employee's performance in accordance with the evaluation process . . . [;]" and

WHEREAS, Section 2.1 of the Agreement further provides that "[p]ossible salary adjustments and discretionary bonuses during the term of this Agreement are indicated in Exhibit B[;]" and

WHEREAS, Exhibit B of the Agreement provides for a possible salary adjustment to \$180,000 annually effective July 1, 2020; and

WHEREAS, Section 9.2 of the Agreement provides that it "may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval[;]" and

WHEREAS, the City Council recently conducted a performance review of Employee and desires to provide to Employee the salary adjustment referenced in Exhibit B of the Agreement effective July 1, 2020; and

WHEREAS, Employee desires to accept these employment terms from the City and agrees to the following terms and conditions in this First Amendment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE HEREBY RESOLVES AS FOLLOWS:

**SECTION 1.** The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

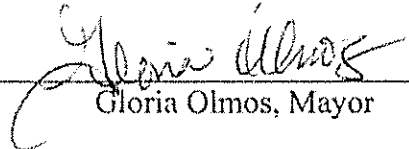
**SECTION 2.** The City Council hereby approves the City Manager's annual salary as \$180,000 effective July 1, 2020 and the benefits paid to the City Manager are as set forth in said Agreement. These amounts can be updated by future action of the City Council made in public at a subsequent council meeting.

**SECTION 3.** The Mayor is hereby authorized to execute the amended Agreement on behalf of the City.

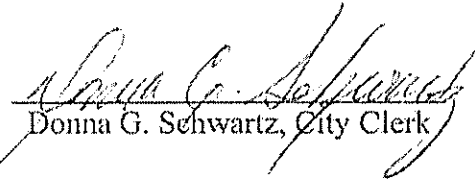
**SECTION 4.** This resolution shall be effective immediately upon its adoption.

SECTION 5. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 28<sup>th</sup> day of July, 2020.

  
\_\_\_\_\_  
Gloria Olmos, Mayor

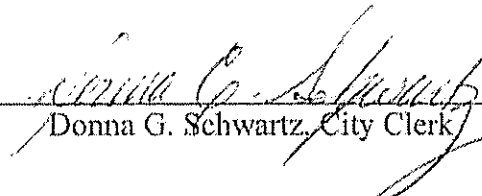
ATTEST:

  
\_\_\_\_\_  
Donna G. Schwartz, City Clerk

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    ) SS:  
CITY OF SOUTH EL MONTE     )

I, Donna G. Schwartz, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 20-86 was duly passed and approved by the City Council at a regular meeting of said Council held on the 28<sup>th</sup> day of July, 2020 and that said Resolution was adopted by the following vote:

AYES:           Acosta, Angel, Delgado, Retamoza, and Mayor Olmos  
NOES:           None  
ABSENT:        None  
ABSTAIN:       None

  
\_\_\_\_\_  
Donna G. Schwartz, City Clerk

**FIRST AMENDMENT TO  
CITY OF SOUTH EL MONTE  
CITY MANAGER EMPLOYMENT AGREEMENT**

This FIRST AMENDMENT TO CITY OF SOUTH EL MONTE CITY MANAGER EMPLOYMENT AGREEMENT (the “First Amendment”) is made and entered into July 28, 2020, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (the “City”) and RACHEL BARBOSA, an individual (“Employee”).

**RECITALS**

WHEREAS, on March 24, 2020, the City Council of the City (the “City Council”) entered into the City of South El Monte City Manager Employment Agreement (the “Agreement”); and

WHEREAS, Section 2.1 of the Agreement provides that the “City Council shall consider salary adjustments commensurate with Employee’s performance in accordance with the evaluation process . . . [;]” and

WHEREAS, Section 2.1 of the Agreement further provides that “[p]ossible salary adjustments and discretionary bonuses during the term of this Agreement are indicated in Exhibit B[;]” and

WHEREAS, Exhibit B of the Agreement provides for a possible salary adjustment to \$180,000 annually effective July 1, 2020; and

WHEREAS, Section 9.2 of the Agreement provides that it “may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval[;]” and

WHEREAS, the City Council recently conducted a performance review of Employee and desires to provide to Employee the salary adjustment referenced in Exhibit B of the Agreement effective July 1, 2020; and

WHEREAS, Employee desires to accept these employment terms from the City and agrees to the following terms and conditions in this First Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

**AGREEMENT**

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 2.1 of the Agreement is amended to read, in its entirety, as follows (additions shown in *bold italics* and deletions shown in ~~strikethrough~~):

“2.1 Compensation. For the services rendered pursuant to this Agreement, *effective July 1, 2020* Employee’s base annual compensation shall be

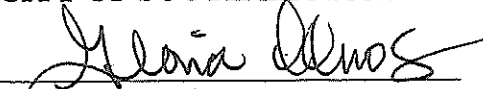
~~a five percent (5%) increase from the Employee's current salary, as Interim City Manager, to the total annual amount of One Hundred Fifty *Eighty* Thousand Six Hundred Dollars (\$180,000.00150,600) (the "Salary"), pro-rated as of the date of appointment as City Manager on January 14, 2020;~~ which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employee shall be entitled to retroactive payment of said increase **to July 1, 2020 pursuant to Section 2.1 and Exhibit B of the Agreement** ~~upon approval of this Agreement.~~ Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs. At its sole discretion, the City Council shall consider salary adjustments commensurate with Employee's performance in accordance with the evaluation process pursuant to section 5.0 of this Agreement. Possible salary adjustments and discretionary bonuses during the term of this Agreement are indicated in Exhibit B. The City Council and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action."

SECTION 3. Except as expressly amended by this First Amendment, the underlying terms, conditions, and compensation of Employee by City as and for her employment as city manager shall be as set forth in the Agreement.

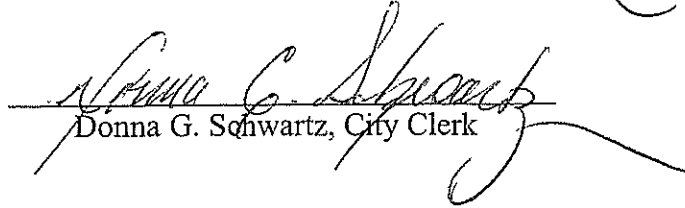
IN WITNESS WHEREOF, the CITY OF SOUTH EL MONTE has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this First Amendment, both in duplicate.

**[SIGNATURES ON FOLLOWING PAGE]**

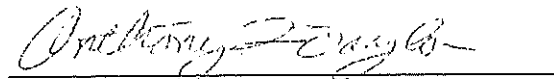
CITY OF SOUTH EL MONTE

  
Gloria Olmos, Mayor

ATTEST:

  
Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:

  
Anthony R. Taylor, City Attorney

EMPLOYEE

  
Rachel Barbosa

Dated: 9/4/20

[END OF SIGNATURES]