

RESOLUTION NO. 21-40

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING THE FIRST AMENDMENT TO THE EMPLOYMENT
AGREEMENT BETWEEN THE CITY AND COLBY CATALDI AS
COMMUNITY DEVELOPMENT DIRECTOR

WHEREAS, on September 29, 2020, the City Council of the City (the "City Council") entered into the City of South El Monte Community Development Director Employment Agreement (the "Agreement"); and

WHEREAS, Section 5.1 of the Agreement provides that the "City Manager may, at his/her sole discretion, review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. [;]" 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 Manager recently requested a salary increase of Employee and desires to provide to Employee the salary adjustment referenced in the City's Salary Schedule, effective June 1, 2021; and

WHEREAS, the City Manager also is providing a one-time retention bonus equal to 5% of the salary of the Community Development Director, to be paid in installments within the 12-month period after June 1, 2021; 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 Community Development Director's annual salary as \$145,860 effective June 1, 2021, a one-time retention bonus in the amount of 5% of the base salary, or \$7,293, and the benefits paid to the Community Development Director 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.

**FIRST AMENDMENT TO CITY OF SOUTH EL MONTE
COMMUNITY DEVELOPMENT DIRECTOR
EMPLOYMENT AGREEMENT**

This FIRST AMENDMENT TO CITY OF SOUTH EL MONTE COMMUNITY DEVELOPMENT DIRECTOR EMPLOYMENT AGREEMENT (the "First Amendment") is made and entered into June 22, 2021, by and between the CITY OF SOUTH EL MONTE, a general law city and municipal corporation (the "City") and COLBY CATALDI, an individual ("Employee").

RECITALS

WHEREAS, on September 29, 2020, the City Council of the City (the "City Council") and Employee entered into the City of South El Monte Community Development Director Employment Agreement (the "Agreement"); and

WHEREAS, Section 2.1 of the Agreement inadvertently indicates an incorrect salary amount and the City desires to amend this section to provide the correct salary amount; and

WHEREAS, Section 5.2 of the Agreement provides that the "City Manager may, at his/her sole discretion, review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date"; 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 Employee recently requested a salary increase and the City Manager desires to provide to Employee the salary adjustment referenced in the City's Salary Schedule, effective June 1, 2021; and

WHEREAS, the City Manager also desires to provide to Employee the salary adjustment referenced here, effective as follows: an additional 5% retention bonus from Employee's annual salary that is to be paid over the next 12 months; 25% of that bonus will be provided, effective immediately; another 25% at 6 months from June 1, 2021; and 50% at 12 months from June 1, 2021; 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, 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,

Employee's base compensation shall be ~~Twelve Thousand Five Hundred and Fifty Dollars~~ *Eleven Thousand Five Hundred Seventy-Six Dollars* (\$11,576.00) monthly ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

Effective June 1, 2021, Employee's base compensation shall be Twelve Thousand One Hundred Fifty-Five Dollars (\$12,155.00) monthly ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs."

SECTION 3. Section 2.3 of the Agreement is added to read, in its entirety, as follows:

"2.3 Retention Bonus. Effective June 1, 2021, Employee shall be paid an additional five percent (5%) of Employee's annual Salary as a one-time retention bonus ("Retention Bonus"). The Retention Bonus shall be paid within the 12-month period after June 1, 2021 as follows:

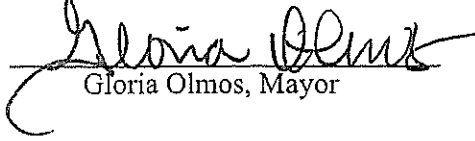
- 25% of the Retention Bonus will be paid effective immediately;*
- 25% of the Retention Bonus will be paid six (6) months from June 1, 2021, on December 1, 2021; and*
- 50% of the Retention Bonus will be paid twelve (12) months from June 1, 2021, on June 1, 2022.*

SECTION 4. Except as expressly amended by this First Amendment, the underlying terms, conditions, and compensation of Employee by City as and for his employment as Community Development Director shall be as set forth in the Agreement.

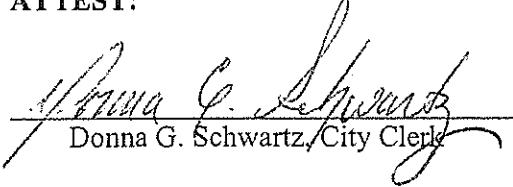
IN WITNESS WHEREOF, the CITY OF SOUTH EL MONTE has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this First Amendment, both in duplicate.

[SIGNATURES ON FOLLOWING PAGE]

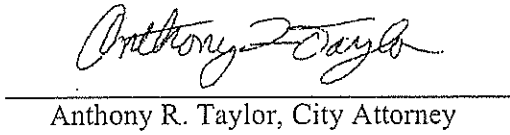
CITY OF SOUTH EL MONTE


Gloria Olmos, Mayor

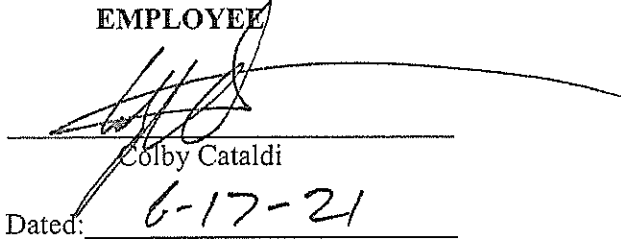
ATTEST:


Donna G. Schwartz, City Clerk

APPROVED AS TO FORM:


Anthony R. Taylor, City Attorney

EMPLOYEE


Colby Cataldi
Dated: 6-17-21

[END OF SIGNATURES]