

**NINTH AMENDMENT TO EMPLOYMENT
AGREEMENT
between
The City of Imperial Beach
and
Gary Andrew Hall**

This NINTH Amendment to Employment Agreement is entered into this 2nd day of November 2022 (hereinafter "Effective Date"), by and between the City of Imperial Beach, California, a municipal corporation (hereinafter "City") and Gary Andrew Hall, an individual (hereinafter "Officer") (City and Officer referred to collectively as "Parties") with respect to the employment of Officer as the City Manager of the City.

RECITALS

WHEREAS, on August 3, 2013, the City and Officer entered into the Employment Agreement; and

WHEREAS such Employment Agreement requires the City Council to conduct a formal evaluation of Officer's performance at least once each year; and

WHEREAS, the City Council conducted a performance evaluation of the City Manager on October 5, 2022; and

WHEREAS, the City Council now desires to make the following amendments to the Employment Agreement based on the recent performance evaluation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Section 3.A.(1)(a) of the Employment Agreement is hereby amended to read as follows:

A. Compensation and Required Employer Costs

(1) Base Salary

(a) Effective November 2, 2022, the annual base salary for the City Manager shall be \$230,000.

Section 2. Section 3.B.(5) of the Employment Agreement is hereby amended to read as follows:

(5) Deferred Compensation

The City will make, in equal proportionate amounts each pay period, a 2022 and 2023 maximum contribution not to exceed the annual Internal Revenue Service plan year limits towards the standard "Annual Contribution" and the "Catch-up Contribution" into a qualified Section 457 Plan from one of the City approved plans as selected by Officer. Amounts contributed under this Section shall be to the benefit of Officer in accordance with the Deferred Compensation Plan participation agreement. All aspects of this contribution 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 this Section shall be effective if it would violate any provisions of the Internal Revenue Code or its related regulations. As of February 1, 2014, at Officer's sole election, the contribution made by the City to the Section 457 Plan may, instead, be paid to Officer as salary.

Section 3. The amendments under Sections 1 through 2 above shall be effective as of November 2, 2022, unless stated otherwise in each section.

Section 4. Except as modified herein, all other terms and conditions of the Employment Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and Eighth Amendment shall remain the same.

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

CITY OF IMPERIAL BEACH

OFFICER

By: _____
Serge Dedina, Mayor

By: _____
Gary Andrew Hall, City Manager

ATTEST:

By: _____
Jacque Kelly, City Clerk