

**FIRST AMENDMENT TO EMPLOYMENT
AGREEMENT
between
The City of Imperial Beach
and
Tyler Foltz**

This FIRST Amendment to Employment Agreement is entered into this 3rd day of April 2024 (hereinafter "Effective Date"), by and between the City of Imperial Beach, California, a municipal corporation (hereinafter "City") and Tyler Foltz, 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, in February of 2023, 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 March 20, 2024; 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.B.(2)(c) of the Employment Agreement is hereby amended to read as follows:

(c) As of July 1, 2023, Officer shall be was provided with 80 hours of administrative leave credit annually. Effective April 5, 2024, Officer shall be provided with 30 additional hours of administrative leave credit. Thereafter, On July 1 of each year of this Agreement, Officer shall be provided 80110 hours of administrative leave credit annually, with a maximum accrual of 80110 hours of administrative leave. Officer shall comply with the administrative leave requirements and policies applicable to other management employees. Once Officer has accrued the maximum allowable administrative leave, Officer will earn no additional administrative leave until Officer uses administrative leave sufficient to bring Officer below the maximum accrual.

Section 2. Section 4.C.(1) of the Employment Agreement is hereby amended to read as follows:

C. Severance Pay

- (1) In the event Officer is terminated by the City Council during such time that Officer is willing and able to perform the City Manager's duties under this Agreement, then in that event the City agrees to pay Officer a lump sum cash payment equal to ~~480~~270 days of the then current annual base salary provided that the Officer signs, delivers, and does not revoke a general release agreement provided by the City. Severance pay shall also include payment for ~~six~~nine months' worth of health (medical, dental, vision) insurance. ~~After Officer's first annual review by the City Council, t~~The City Council, in its sole and absolute discretion, may consider increasing the amount of severance pay within the limits of the law.

Section 3. The amendments under Section 1 above shall be effective as stated in Section 1. The amendments in Section 2 above shall be effective as of April 3, 2024.

Section 4. Except as modified herein, all other terms and conditions of the Employment Agreement shall remain the same.

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

CITY OF IMPERIAL BEACH

OFFICER

By: _____
Paloma Aguirre, Mayor

By: _____
Tyler Foltz, City Manager

ATTEST:

By: _____
Jacque Kelly, City Clerk