

DATE SUBMITTED 7/1/2022  
 SUBMITTED BY ACM  
 DATE ACTION REQUIRED 7/6/2022

COUNCIL ACTION (X)  
 PUBLIC HEARING REQUIRED ()  
 RESOLUTION ()  
 ORDINANCE 1<sup>ST</sup> READING ()  
 ORDINANCE 2<sup>ND</sup> READING ()  
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT:            CONSENT: SECOND AMENDMENT TO POLICE CHIEF EMPLOYMENT AGREEMENT	
DEPARTMENT INVOLVED:    CITY MANAGER'S OFFICE	
BACKGROUND/SUMMARY: In succession with the adoption of the municipal budget for Fiscal Year 2022-2023, attached for your review, you'll find the Second Amendment to the Police Chief Employments Agreement to include 2.5% COLA for Fiscal Year 2022-2023.	
FISCAL IMPACT: 2.5% COLA – As Approved in Municipal Budget FY 22-23  Difference of \$3,286 Annual Salary	ADMIN SERV INITIALS _____
STAFF RECOMMENDATION: Approve 2 <sup>nd</sup> Amendment Between City and Chief of Police	DEPT. INITIALS <u>ab</u>
MANAGER'S RECOMMENDATION: Approve 2 <sup>nd</sup> Amendment	CITY MANAGER'S INITIALS <u>ab</u>
MOTION:	
SECONDED:	APPROVED    ()                      REJECTED    () AYES:                                      DISAPPROVED ()                      DEFERRED    () NAYES: ABSENT:                                      REFERRED TO:

**SECOND AMENDMENT TO CITY OF IMPERIAL POLICE CHIEF EMPLOYMENT AGREEMENT**

THIS SECOND AMENDMENT (“Second Amendment”) is made and entered into this 6<sup>th</sup> day of July 2022, by and between the City of Imperial, a municipal corporation of the State of California (“Employer”) and Leonard J. Barra (“Employee”). Collectively Employer and Employee are referred to as “the Parties”

**WITNESSETH**

WHEREAS, the parties have entered into an employment agreement dated December 17, 2017, (“Agreement”); and

WHEREAS, the Parties entered into a 1<sup>st</sup> Amendment to the Agreement on July 21, 2021;

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

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

1. The above referenced recitals are true and correct and are incorporated herein by this reference.
2. Section 2 of the Agreement is rescinded and restated as follows:  
“Compensation: Employee shall be paid an annual salary of one hundred thirty-one thousand three hundred ninety-three dollars and no cents (\$131,393), representing an amount equal to his base salary under the Agreement, plus cost of living adjustments through fiscal year 2022-2023. Pay periods shall coincide with other unrepresented management employees. In the event Employee receives an Executive level POST Professional Peace Officer Certificate, his salary will be increased by 5%.”
3. Except as specifically set forth herein, the terms of the Agreement shall remain in full force and effect.

In WITNESS WHEREOF, the Parties have caused this First Amendment to be signed and executed to be effective July 1, 2022.

EMPLOYER:

EMPLOYEE:

\_\_\_\_\_  
Dennis H. Morita, City Manager

\_\_\_\_\_  
Leonard J. Barra, Chief of Police

**ATTEST:**

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**Deputy City Clerk**