

**SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF JURUPA VALLEY AND ROD BRADLEY BUTLER**

THIS SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT DATED NOVEMBER 7, 2019 (“Agreement”) is made and entered into as of April 20, 2023, by and between the City of Jurupa Valley, a California municipal corporation (“City”), and Rod Bradley Butler, an individual (“Employee”). In consideration of the mutual covenants and conditions herein contained, City and Employee agree as follows:

1. RECITALS. The parties agree that this Second Amendment is made with respect to the purposes and facts set forth below:

A. On November 7, 2019, the City and the Employee entered into that certain “City Manager Employment Agreement between City of Jurupa Valley and Rod Bradley Butler.” On July 1, 2021, the City and the Employee entered into that certain “First Amendment to City Manager Employment Agreement between City of Jurupa Valley and Rod Bradley Butler.” The November 7, 2019 employment Agreement and the July 1, 2021 First Amendment shall be referred to collectively in this Second Amendment as the “Agreement.”

B. City desires to continue the appointment of Employee as City Manager, and Employee desires to continue such appointment.

C. City and Employee wish to amend the Agreement that sets forth the rights and obligations of the parties and that will supersede all prior negotiations, discussions or agreements.

2. TERM. Section 2 of the Agreement, Term, is amended to read as follows:

“**2. TERM.** Unless sooner terminated, as provided in this Agreement, the term of this Agreement shall be from December 9, 2019 to June 30, 2027.”

3. SALARY. Section 5.A of the Agreement, Salary, is amended to read:

“A. Salary

1. City shall pay Employee a monthly base salary of seventeen thousand five hundred three dollars (\$17,503), subject to legally permissible or required withholding, prorated and paid twice per month on City’s normal paydays and the provisions of this Section 5.A.

2. At its discretion, the City Council may approve a cost of living adjustment to the salary of general employees of the City in any subsequent year. If such adjustment is approved for general employees, Employee shall receive the same adjustment, effective at the time it becomes effective for general employees.

3. Effective at the beginning of the first pay period of June 2023, Employee shall receive an increase of five percent (5%) of his then base salary.

4. Effective at the beginning of the first pay period of March 2024, Employee shall receive an increase of five percent (5%) of his then base salary.

5. Effective at the beginning of the first pay period of December 2024, Employee shall receive an increase of five percent (5%) of his then base salary.

6. Effective at the beginning of the first pay period of December 2025, Employee shall receive an increase of six percent (6%) of his then base salary.

7. Employee's salary is compensation for all hours worked.

8. Employee shall be exempt from the overtime pay provisions of California law (if any) and federal law."

4. **PAID LEAVE.** Section 5.B.2) of the Agreement, Paid Leave, is hereby amended to read as follows:

"2) Paid Leave. Employee shall receive five weeks (200 hours) of paid leave time annually during each fiscal year that he may use for vacation, illness, personal business or other absences from employment. Additionally, consistent with the City's Personnel Policies and Practices Manual, Employee shall receive an additional ninety-six (96) hours of PTO per fiscal year as compensatory leave in addition to the annual PTO leave earned annually based on years of service. Employee may schedule and use paid leave time at his discretion, with due regard for the demands of his position and the needs of the City. However, Employee shall not use more than five (5) consecutive working days of paid leave time, or otherwise be voluntarily absent from work for such period, without prior approval of the City Council. Employee may accrue paid leave time up to a cap of one and one-half times his annual accrual. Once Employee reaches the cap, Employee will accrue no additional paid leave time until his accrued balance is below the cap. Employee may elect to be paid for up to one hundred twenty (120) hours of properly accrued and unpaid leave time in June of each year. Employee will be paid for all properly accrued and unused paid leave time at the time of termination."

5. AUTOMOBILE. Section 5.B.3) of the Agreement, Automobile, is hereby amended to read as follows:

“3) Automobile. Employee's duties require that he shall have the exclusive and unrestricted use of a vehicle at all times during his employment with the City. In lieu of providing Employee with a City vehicle for his exclusive use, City shall provide an automobile allowance to Employee each month in the following amounts:

a) Beginning in the first pay period of June 2023, the automobile allowance shall be three hundred fifty dollars (\$350) per month;

b) Beginning in the first pay period of March 2024, the automobile allowance shall be five hundred fifty dollars (\$550) per month; and

c) Beginning in the first pay period of December 2024, and thereafter, the automobile allowance shall be six hundred dollars (\$600) per month.

6. TERMINATION. Section 8 of the Agreement, At-Will Employment Relationship, is hereby amended to read as follows:

“8. AT-WILL EMPLOYMENT RELATIONSHIP.

“A. Consistent with Municipal Code Sections 2.10.010, 2.10.100, and California Government Code § 36506, the City Council shall be appointing authority for Employee and Employee is employed at the pleasure of the City Council. Except as otherwise provided in the Municipal Code, either the City Council or Employee may terminate this Agreement and the employment relationship at any time, for any reason, without cause on thirty (30) days prior written notice. City Council, at its sole option, may place Employee on paid administrative leave for all or any portion of the notice period. No prior notice shall be required and this Agreement may be terminated immediately if City terminates this Agreement with cause, as defined below (See section 9.B). Except as otherwise expressly limited in this Agreement, City shall pay Employee for all services through the effective date of termination and for all properly accrued but unused paid leave time.

“B. Consistent with Section 2.10.100 of the Jurupa Valley Municipal Code: (1) The removal of the City Manager may be only by majority vote of the entire Council then in office at a duly noticed, regular or special meeting; and (2) the City Manager may not be removed from office, other than for cause as defined in Section 9.B of this Agreement, during or within a period of one hundred (100) days after or sixty (60) days before any general or special municipal election at which any new member of the City Council is elected.”

7. **SEVERANCE PAYMENT.** Section 9.A of the Agreement, Severance, is hereby amended to read as follows:

“A. If City terminates this Agreement (thereby terminating Employee's Employment), without cause, City shall pay Employee a lump sum severance benefit equal to eight (8) months of Employee's then applicable salary. The applicable salary shall be Employee's salary in effect on the effective date of termination.”

8. **OTHER TERMS REMAIN THE SAME.** Except as specifically provided herein, all other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be signed and executed personally or on its behalf by its duly authorized representative as of the date first written above.

EMPLOYEE



ROD B. BUTLER

CITY

CITY OF JURUPA VALLEY,
A California Municipal Corporation



CHRIS BARAJAS
Mayor

ATTEST:



VICTORIA WASKO, CMC
City Clerk

APPROVED AS TO FORM:



PETER M. THORSON
City Attorney