

ATTACHMENT #2
CITY OF INDIAN WELLS
SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Seventh Amendment to the Employment Agreement – City Manager (“Seventh Amendment”), effective July 1, 2025 (“Effective Date”), is between the City of Indian Wells (the “City”) and Chris Freeland (the “Employee” or “Manager”).

Except as modified in this Seventh Amendment and the preceding First, Second, Third, Fourth, Fifth, and Sixth amendments, the Employment Agreement dated May 2, 2019 (“Agreement”) between the City and the Employee remains in full force and effect.

For mutual consideration, hereby acknowledged, the parties to this Seventh Amendment agree to the following changes:

1. Manager shall receive an additional 5-percent (2.5% COLA and 2.5% Merit Increase) increase to the base salary, retroactive to July 1, 2025.

2. In addition to what Manager has accrued under the Agreement and previous amendments, Manager is hereby granted an additional one-time addition of 120 hours to the Manager’s accrued vacation-time bank, effective July 1, 2025.

3. From the beginning, Section 3 of the Agreement has described the Manager position as “full-time” and has expressly allowed Manager to “regulate his own work schedule provided he accommodates a normal business schedule and remains accessible.” The section also requires Manager to obtain City Council authorization before Manager engages in “any business, education, professional, charitable, other activities that would *conflict or materially interfere* with performance of his Manager duties.” (Emphasis added.) Even if activities would conflict or materially interfere with Manager’s duties, the Council’s authorization may “not be unreasonably withheld.” Moreover, Section 8 of the Agreement encourages and authorizes Manager to pursue professional development with the support of the City.

Since beginning his employment with the City, Manager has earned a doctoral degree and has been given the opportunity to teach as an adjunct professor in higher education. The City acknowledges that at all times Manager has arranged his teaching schedule to ensure that it does not conflict or materially interfere with performance of his Manager duties so Council authorization for his teaching activities has not been required. But for the avoidance of doubt, the Council hereby ratifies and authorizes Manager’s teaching and acknowledges that Manager’s teaching activities have substantial professional-development value both for Manager and for City.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

CITY OF INDIAN WELLS

CHRISTOPHER FREELAND

By: Bruce Whitman, Mayor

By: Dr. Christopher Freeland

ATTEST:

Angelica Avila, MMC
City Clerk

APPROVED AS TO FORM:

Todd R. Leishman, for
Best Best & Krieger, LLP
City Attorney