

CITY OF INDIAN WELLS
FOURTH AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT

This Fourth Amendment to City Manager Employment Agreement (this “Fourth Amendment”), effective November 3, 2022, is between the City of Indian Wells (the “City”) and Chris Freeland (the “Employee” or “Manager”).

Except as modified by this Fourth Amendment and the preceding First, Second, and Third Amendments, the Employment Agreement originally dated May 2, 2019 (“Agreement”) between the City and the Manager remains in full force and effect.

The parties to this Fourth Amendment agree to the following changes:

1. Section 4 entitled “Term” is hereby amended to renew the Agreement and extend its term by an additional one year, to read now as follows:

“**4. Term:**

The term of this Agreement will commence on May 13, 2019, and shall continue until **December 31, 2029**, or the date of earlier termination in accordance with provisions in this Agreement. In the event that the City Council determines that the Manager is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof by the City Council at least one hundred and twenty (120) days in advance of the final year of this Agreement. Failure to provide timely written notice provided for in this Section shall result in the Agreement being extended on the same terms for additional periods of one (1) year on each occasion. This renewal clause and its notice provision shall apply to all subsequent terms under this Agreement.”

2. Section 7 entitled “Compensation and Annual Evaluation,” subsection A, is hereby amended to increase the Manager’s annual Base Salary by \$12,000.00, to read now as follows::

“**7. Compensation and Annual Evaluation:**

A. Effective July 1, 2022, Manager’s initial annual Base Salary shall be Two Hundred and Sixty-two Thousand Dollars (\$262,000.00). Said amount shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other employees of the City are paid. Increases in Manager’s Base Salary may be effective at any time in the sole discretion of the City Council.”

3. Section 3 entitled "Benefits" is hereby amended at subsection A to provide a one-time addition of 40 hours to the Manager's bank of accrued vacation time, to read as follows:

"8. Benefits:

A. Vacation. Manager will be provided an additional forty (40) hours of banked vacation time upon the commencement of this Fourth Amendment. Manager shall also be entitled to and accrue paid vacation consistent with the City Resolution and policies applicable to executive level employees with fifteen (15) years of service. Currently, employees with such seniority are provided twenty-five (25) vacation days per year. Accrual rates, caps and limits, application, and usage are governed by the City's policies and practices."

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

CITY OF INDIAN WELLS

CHRIS FREELAND

By: Dana Reed, Mayor

By: Chris Freeland

Date: _____

Date: _____

ATTEST:

Angelica Avila, City Clerk

APPROVED AS TO FORM:

Todd R. Leishman, City Attorney