

**SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT FOR THE POSITION OF
CITY MANAGER**

by and between

the

CITY OF TEMPLE CITY

and

BRYAN COOK

Dated November 7, 2017

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT
FOR THE POSITION OF CITY MANAGER**

This Second Amendment to Employment Agreement for the City Manager ("Second Amendment"), which is dated for reference as indicated on the cover page, is hereby entered into by and between the CITY OF TEMPLE CITY, a California charter city ("CITY"), and Bryan Cook, an individual ("COOK"), as follows:

RECITALS

A. CITY and COOK entered into an Employment Agreement for the Position of City Manager on August 28th, 2014 ("Agreement"). The Agreement provides that COOK will serve at-will as the CITY's City Manager and sets the terms and conditions of such employment.

B. The parties agree that compensation and benefits that were approved by the City Council for non-represented management employees from time to time since COOK's commencement with the City, including without limitation any compensation and benefits authorized by Resolution Nos. 15-5117 and 16-5172, were not applied to COOK and are not applicable to COOK.

C. After reviewing his performance in 2016, the City Council adopted a First Amendment to the Agreement that increased COOK's base salary by Five Thousand Dollars and No Cents (\$5,000).

D. On June 5, 2017, the City Council adopted Resolution No. 17-5257 adding a 2% cost of living increase that would apply to all salaries for City employees.

E. The purpose of this Second Amendment is to amend Section 2.1 "Base Salary" to memorialize the City Council's decision to add the cost of living increase to COOK's base salary.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises made and recited herein, the parties do hereby enter into this Second Amendment which modifies and amends the Agreement as follows:

SECTION 1.0 AMENDMENT. The Agreement is hereby modified and amended as follows:

1.1 **Section 2.1 "Base Salary"** is amended to read as set forth below:

2.1 Base Salary. COOK shall receive an annual base salary of One Hundred Ninety-Three Thousand Eight Hundred Dollars and No Cents (\$193,800) paid according to the payroll schedule in place for CITY employees paid bi-weekly. Any and all adjustments to COOK's base

salary compensation will be obtained through negotiation with the City Council and are not governed by CITY's Personnel Policies.

SECTION 2.0 GENERAL PROVISIONS.

2.1 **Remainder Unchanged.** Except as specifically modified and amended in this Second Amendment, the Agreement remains in full force and effect and binding upon the parties.

2.2 **Integration.** This Second Amendment consists of pages 1 through 3 inclusive, which constitute the entire understanding and agreement of the parties and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the transaction discussed in this Second Amendment.

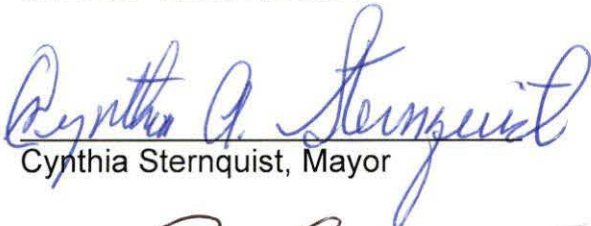
2.3 **Effective Date.** This Second Amendment shall not become effective until the date it has been formally approved by the City Council and executed by the appropriate authorities of the CITY and COOK.

2.4 **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Second Amendment.

2.5 **References.** All references to the Agreement include all their respective terms and provisions. All defined terms utilized in this Second Amendment have the same meaning as provided in the Agreement, unless expressly stated to the contrary in this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement on the date and year first written above.

CITY OF TEMPLE CITY


Cynthia Sternquist, Mayor


Bryan Cook, City Manager

ATTEST:


Peggy Kuo, City Clerk

APPROVED AS TO FORM


Eric S. Vail, City Attorney