

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. 49-2025

**APPROVING AND AUTHORIZING THE SECOND AMENDMENT TO THE
EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MORAGA AND SCOTT
MITNICK**

WHEREAS, the Town of Moraga ("Town") and Scott Mitnick ("Manager") entered into an Employment Agreement effective March 8, 2023, to provide for the employment of Manager as Town Manager of Town;

WHEREAS, the Town and Manager entered into a First Amendment to Employment Agreement effective April 10, 2024 to increase Manager's salary, adjust the monthly automobile allowance and modify termination provisions;

WHEREAS, the Town and Manager now desire to amend that certain Employment Agreement to modify certain terms to enable proper implementation of the Employment Agreement;

WHEREAS, the Town desires to enter into a Second Amendment to the Employment Agreement Between the Town and Scott Mitnick; and

WHEREAS, approval of the Second Amendment to the Town Manager's Employment Agreement is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.); because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Moraga hereby approves this Second Amendment to Employment Agreement between the Town of Moraga and Scott Mitnick in substantially the same form attached hereto as "Exhibit A," and authorizes the Mayor to execute the same.

PASSED AND ADOPTED by the Town Council of the Town of Moraga at a regular meeting held on August 27, 2025 by the following vote:

AYES: Mayor Woehleke, Councilmembers, Hillis, Dolan and Thiel
NOES: None
ABSTAIN: None
ABSENT: Maglio

Mayor.

Steve Woehleke

Steve Woehleke,
Town of Moraga

Attest:

A. Heavener

Amy Heavener, CMC
Town Clerk



**SECOND AMENDMENT TO
EMPLOYMENT AGREEMENT**

between

**THE TOWN OF MORAGA AND SCOTT MITNICK
(Effective April 10, 2025)**

1. PARTIES AND EFFECTIVE DATE.

The parties to this Second Amendment to Employment Agreement are the Town of Moraga ("TOWN") and Scott Mitnick ("MANAGER"), and the effective date of this Second Amendment to Employment Agreement is April 10, 2025. TOWN and MANAGER shall be collectively referred to as "parties."

2. PURPOSE.

The parties have previously entered into an Employment Agreement between TOWN and MANAGER ("Employment Agreement") effective beginning March 8, 2023. The parties subsequently entered into a First Amendment to the Employment Agreement with an effective date of April 10, 2024 ("First Amendment") to increase MANAGER's salary, adjust the monthly automobile allowance and modify termination provisions. The parties now desire to amend the Employment Agreement to increase MANAGER's salary and modify deferred compensation and sick leave.

3. AMENDMENTS.

A. Section 6.a., d., and e. of the Employment Agreement are hereby modified to read in their entirety as follows:

6. COMPENSATION AND BENEFITS.

a. Salary. TOWN agrees to pay MANAGER for his services rendered pursuant hereto as Town Manager the annual sum of Three Hundred Five Thousand Four Hundred Nine Dollars (\$305,409) effective as of April 10, 2025. This annual salary shall be payable in installments at the same time as other employees of the TOWN are paid. MANAGER shall also be entitled to a 3% Cost

of Living Adjustment ("COLA") effective July 1, 2025. Commencing one year after the Effective Date of this Agreement and annually thereafter, MANAGER shall be entitled to the same increase in the Annual Salary based on any COLA that may be approved by the TOWN and provided to all Department Directors.

d. Sick Leave. MANAGER shall be entitled to accrue annual Sick Leave at the same rate used for Department Directors, which is currently eight (8) hours per month, and shall be entitled to cash-out up to one year's worth of unused Sick Leave at the time of his separation from employment with the Town.

e. Deferred Compensation. TOWN shall contribute a maximum of seven percent (7%) of MANAGER's Annual Salary ("Contribution Amount") into TOWN's existing deferred compensation plan, and/or other similar plan (457b Plan or 401a Plan) in which the TOWN chooses to participate, effective as of April 10, 2025. The Contribution Amount will be divided and paid equally in the manner selected by the TOWN.

4. Except as specifically modified herein, all remaining terms and obligations set forth in the Employment Agreement between the TOWN and MANAGER shall remain in full force and effect.

TOWN OF MORAGA

By: Steve Woehleke
Steve Woehleke, Mayor

Dated: 03 September 2025

TOWN MANAGER:

By: Scott Mitnick
Scott Mitnick

Dated: 03 September 2025

APPROVED AS TO FORM:

Signed by:



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Michelle Marchetta Kenyon
Town Attorney