

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. 29-2024

**APPROVING AND AUTHORIZING THE FIRST 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 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 First Amendment to the Employment Agreement Between the Town and Scott Mitnick; and

WHEREAS, approval of the First 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 First 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 June 12, 2024 by the following vote:

AYES: Mayor Onoda, Councilmembers, Hillis, Sos and Woehleke

NOES: None

ABSTAIN: None

ABSENT: Shapiro

Mayor:

Teresa Onoda
Teresa Onoda,
Town of Moraga

Attest:

A. Heavener

Amy Heavener, CMC
Town Clerk

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT**
between
THE TOWN OF MORAGA AND SCOTT MITNICK
(effective April 10, 2024)

1. PARTIES AND EFFECTIVE DATE.

The parties to this First Amendment to Employment Agreement are the Town of Moraga (“TOWN”) and Scott Mitnick (“MANAGER”), and the effective date of this First Amendment to Employment Agreement is April 10, 2024.

2. PURPOSE.

The parties have previously entered into an Employment Agreement between the Town of Moraga and Scott Mitnick (“Employment Agreement”) effective beginning March 8, 2023. The TOWN and MANAGER do hereby desire to revise the Employment Agreement following a performance evaluation conducted by the Town Council.

3. AMENDMENTS.

A. Section 6.a of the Employment Agreement is hereby modified to read in its 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 Two Hundred Ninety Thousand Seven Hundred Dollars (\$290,700) effective as of April 10, 2024. 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 effective July 1, 2024.

B. Section 6.j of the Employment Agreement is hereby modified to read in its entirety as follows:

6. COMPENSATION AND BENEFITS.

j. Automobile Allowance. TOWN shall provide MANAGER with an automobile allowance of Five Hundred Dollars (\$500) per month to reimburse MANAGER for use of his personal automobile and other associated costs relating to the use of his personal automobile for TOWN business, including, but not limited to, insurance costs, gas, maintenance, etc. This monthly automobile allowance will be increased on July 1st of each year, in the event the annual percentage adjustment is increased by the United States Internal Revenue Service for the "Standard Mileage Rate for Business Use" that is in effect at the beginning of July 1st of each year.

C. Section 7.c of the Employment Agreement is hereby modified to read in its entirety as follows:

7. RESIGNATION AND TERMINATION.

c. Termination Without Cause. TOWN may terminate MANAGER without cause at any time by providing him with a written notice of termination in accordance with Moraga Municipal Code sections 2.08.110 through 2.08.160. In the event the TOWN terminates MANAGER'S employment without cause, MANAGER shall receive a severance payment of twelve months' annual salary and medical, dental, vision, and life insurance benefits, along with payment of all accrued leave as required under California state law.

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: Teresa Onoda
Teresa Onoda, Mayor

Dated: 4-10-24

MANAGER:

By: Scott Mitnick
Scott Mitnick

Dated: 4-10-24

APPROVED AS TO FORM:


For Michelle Marchetta Kenyon,
Town Attorney