

CITY OF SOUTH EL MONTE

FIRST AMENDMENT TO THE DIRECTOR OF HUMAN RESOURCES AND RISK MANAGEMENT EMPLOYMENT AGREEMENT

This First Amendment (“First Amendment”) to that certain agreement titled “Director of Human Resources and Risk Management Employment Agreement” (hereinafter, the “Master Agreement”) dated as of February 13, 2024 , is made and entered into this 7th day of October 2025 (hereinafter, “the Effective Date”) by and between the City of South El Monte, a municipal corporation (hereinafter, “City”) and Iyob Tessema (hereinafter, “Employee”). For purposes of this First Amendment, the capitalized term “Parties” shall be a collective reference to the City and Employee and the capitalized term “Party” shall refer to the City or Employee interchangeably, as appropriate.

RECITALS

WHEREAS, on or about February 13, 2024, the Parties executed and entered into that certain agreement entitled “Director of Human Resources and Risk Management Employment Agreement” (hereinafter, the “Master Agreement”) to provide Director of Human Resources and Risk Management professional services to the City. The Master Agreement is attached and incorporated hereto as **Exhibit “A”**; and

WHEREAS, the Parties now wish to further amend the terms of the Master Agreement as set forth below; and

WHEREAS, this First Amendment was approved by the South El Monte City Council (“City Council”) at its regular meeting of October 7, 2025.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Employee hereby agree as follows:

1. SECTION 2, SUBSECTION 2.1, Compensation- is hereby amended in part to read as follows:

2.1 “For the services rendered pursuant to this Agreement, Employee’s base compensation shall be Fourteen Thousand Seventy-One and Five Cents (\$14,071.05) monthly (“Salary”) which reflects a five percent (5%) increase over the Employees previous salary. This Salary shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers’ compensation, and other payroll-related liability costs. This Salary is effective retroactively to February 13, 2025.”

2. SECTION 2, SUBSECTION 2.2, Annual Salary Review- is hereby amended in part to read as follows:

2.2 “The City Manager and Employee agree to conduct an annual salary review concurrently with any annual performance evaluation conducted pursuant to Section 5.2 Annual Evaluation. Following the annual performance review, the City Manager

may propose an increase to the Employee's salary. Any such salary increase shall be implemented only through a written amendment to this Agreement. The City Manager and/or the Employee reserve a right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action."

3. SECTION 2, SUBSECTION 2.3, Retroactivity of Salary Adjustment- is hereby added to the Agreement to read as follows:

2.3 "The Employee and the City agree that the Salary stated in section 2.1, reflects a five percent (5%) merit-based increase approved by the City Manager as part of this Agreement renewal. This Salary shall be effective retroactively to February 13, 2025. The Employee and City acknowledge that this Agreement constitutes a renewal and continuation of Employee's current employment and that there has been no break in service."

4. SECTION 6, SUBSECTION 6.2, Administrative Leave- is amended in part to read as follows:

6.2 "Employee will be granted 40 hours of administrative leave per fiscal year. Employee shall not accrue more than **80** hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service."

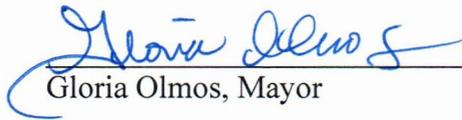
5. SECTION 6, SUBSECTION 6.19 (a), Automobile Allowance- is amended in part to read as follows:

(a) " City shall provide to Employee a monthly automobile allowance of **\$600**. Such amount is intended to reimburse Employee for all costs associated with the use of Employee's automobile for City business, including but not limited to all applicable costs of automobile liability insurance, maintenance, operating expenses, depreciation and interest."

6. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. This First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

7. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall control, but only in so far as such provisions conflict with the Master Agreement and no further.

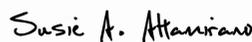
CITY OF SOUTH EL MONTE


Gloria Olmos, Mayor

ATTEST:


Adrian Garcia, MMC, City Clerk

APPROVED AS TO FORM:

Signed by:

Susie Altamirano, City Attorney

EMPLOYEE:


Iyob Tessema

RESOLUTION NO. 25-088

A RESOLUTION OF THE SOUTH EL MONTE CITY COUNCIL
APPROVING A FIRST AMENDMENT TO THE
EMPLOYMENT AGREEMENT WITH IYOB TESSEMA,
DIRECTOR OF HUMAN RESOURCES AND RISK
MANAGEMENT

WHEREAS, on February 13, 2024, the City of South El Monte (“City”) and Iyob Tessema entered into an employment agreement for the position of Director of Human Resources and Risk Management (the “Employment Agreement”); and

WHEREAS, the Employment Agreement includes a provision allowing for merit-based salary increases within the City of South El Monte City Council (“City Council”) City Council-approved salary range, based on an annual performance evaluation and at the discretion of the City Manager; and

WHEREAS, Mr. Tessema received his annual performance evaluation; and

WHEREAS, Mr. Tessema has reached the top step of the current City Council-approved salary range for his position; and

WHEREAS, based on the performance evaluation, the City Manager has determined that a five percent (5%) merit-based salary increase is warranted, retroactive to February 13, 2025; and

WHEREAS, the City and Mr. Tessema desire to amend the Employment Agreement to reflect the salary adjustment and to align certain benefits provisions with those applicable to other Director-level employees of the City; and

WHEREAS, the City Manager recommends approval of the First Amendment to the Employment Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH EL MONTE DOES HEREBY FIND, RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The aforementioned recitals are incorporated herein by reference as set forth in full herein.

SECTION 2. The City Council hereby approves the First Amendment to the Employment Agreement between the City of South El Monte and Iyob Tessema, providing for a five percent (5%) merit-based salary increase, effective retroactively to February 13, 2025, and revisions to align benefits with those provided to newly appointed Director-level employees.

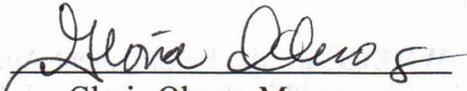
SECTION 3. If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional

without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

SECTION 5. The Resolution shall take effect immediately upon its adoption by City Council.

PASSED, APPROVED AND ADOPTED this 7th day of October 2025.


Gloria Olmos, Mayor

ATTEST:


Adrian Garcia, MMC, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF SOUTH EL MONTE)

I, Adrian Garcia, MMC, City Clerk of the City of South El Monte, hereby certify that the foregoing Resolution, being Resolution No. 25-088, was duly passed and approved by the City Council of the City of South El Monte at a regular meeting of said Council held on the 7th day of October 2025, and that said Resolution was adopted by the following vote:

AYES: Councilmember(s): Acosta, Bojorquez, Rodriguez, Mayor Pro Tem Delgado, and Mayor Olmos
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None


Adrian Garcia, MMC, City Clerk