

**AMENDMENT NO. 1  
TO CITY MANAGER EMPLOYMENT AGREEMENT No. 21-\_\_\_\_  
WITH JOSHUA NELSON**

This First Amendment to the City Manager Employment Agreement No. 21-\_\_\_\_ (the “Agreement”), is made and effective this 10<sup>th</sup> day of November 2022 by and between the City of Industry, State of California, a municipal corporation and charter city (hereinafter, the “City”) and Joshua Nelson, an individual, (hereinafter, “Nelson”). City and Nelson are hereinafter collectively referred to as the “Parties.”

**RECITALS**

**WHEREAS**, the City Council appointed Mr. Nelson as City Manager effective on August 2, 2021; and

**WHEREAS**, based on Mr. Nelson’s performance, the City Council desires to amend the Agreement as set forth below.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement shall remain in full force and effect except as otherwise hereinafter provided:

**Section III., Compensation Subsection A**, is hereby revised to read in its entirety as follows:

**A.** Effective as of July 1, 2022, the City agrees to pay Nelson for his services rendered hereunder at an annual rate of Two Hundred Eighty Thousand Eight Hundred and 00/100 Dollars (\$280,800.00), which sum shall be considered the base salary and shall be payable in installments at the same times as the City’s other employees are paid, and subject to customary withholdings.

**Section VII., Vacation, Sick and Other Supplemental Benefits Subsection B** is hereby revised to read as follows:

**B.** Nelson shall accrue vacation at the rate of 6.5 hours every two weeks of service with no limits on the number of hours accrued. Nelson shall accrue sick leave at the rate of 5 hours every two weeks, with no limits on the number of hours accrued. At Nelson’s option, he may receive a cash payment for any unused vacation and sick leave hours at any time during the year. The cash payment shall be at the Nelson’s then current rate of pay and shall be paid to him on a regular pay day as set forth in the City’s then in effect Employee Handbook.

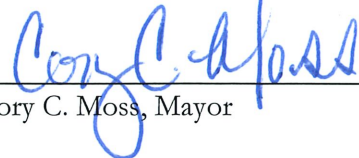
**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their signatures as of the date and year first above written.

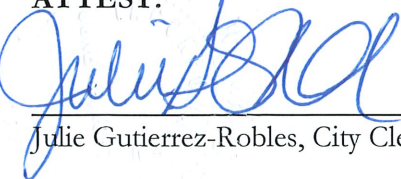
**CITY MANAGER**

  
\_\_\_\_\_  
Joshua Nelson, an individual

**CITY OF INDUSTRY**

  
\_\_\_\_\_  
Cory C. Moss, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
James M. Casso, City Attorney