

**FIRST AMENDMENT TO AGREEMENT FOR
AT-WILL-EMPLOYMENT OF CHIEF OF POLICE**

THIS FIRST AMENDMENT ("Amendment") is made and entered into this 1st day of July, 2022, by and between Casey Day ("Employee") and the City of Fortuna ("Employer"), a California municipal corporation.

RECITALS

WHEREAS, pursuant to that written Agreement for At-Will-Employment of Chief of Police (the "Agreement"), Employer employs Employee as the Chief of Police;

WHEREAS, by way of this Amendment, the Employer and Employee desire to amend the Agreement to extend the term through and including June 30, 2025, and to amend certain provisions relating to compensation, as set forth below.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. **Amendment of Agreement.** Sub-section "A" of Section 2 (Term of Agreement) of the Agreement is deleted and replaced with the following text:
 - A. *The term of this Agreement, unless terminated earlier as provided for in this Agreement, shall continue until and including June 30, 2025.*
2. **Amendment of Agreement.** Sub-section A (Pay) of Section 4 (Compensation of Employee) is deleted and replaced with the following text:
 - A. *Effective July 1, 2022, Employer agrees to pay Employee for his services rendered pursuant hereto a salary of \$126,500.00 payable in installments at the same time as other City employees are paid. Employee shall be entitled to a three-percent longevity pay should he meet the requirements as outlined in the unrepresented resolution. No other compensation shall be paid to Employee except as identified in this agreement.*
3. **Vacation Pay.** Notwithstanding anything in the Agreement to the contrary, Employee shall accrue 160 hours (four weeks) of vacation leave per fiscal year. Employee shall accrue and utilize vacation leave in the same manner as other unrepresented employees of Employer.
4. **Retirement Benefit.** Upon the successful performance of the term of the Agreement, as amended herein, the City agrees to transfer, in the manner required by and subject to applicable laws, the City owned Springfield Armory TRP Operator 1911 .45 caliber sidearm used by Employee as his duty weapon.
5. **Agreement Continues.** Except as expressly amended by this Amendment, all terms and conditions of the Agreement remain in full force and effect.

6. **Council Ratification.** Employee understands and agrees that this Amendment is subject to ratification by the City Council at the July 18, 2022, Regular Meeting.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date above.

EMPLOYEE:



Casey Day, Chief of Police

EMPLOYER:



Merritt Perry, City Manager