

Exhibit "C"

Resolution No. 2025-46
Second Amendment to the City Manager Employment Agreement
Between the City of Needles and Patrick Martinez
November 12, 2025

RESOLUTION NO. 2025-46

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF NEEDLES APPROVING THE SECOND AMENDMENT TO
THE CITY MANAGER EMPLOYMENT AGREEMENT WITH PATRICK MARTINEZ**

WHEREAS, at the City Council meeting on April 25, 2023, the Council adopted Resolution 2023-28, whereby the Council approved the Employment Agreement (“Agreement”), attached hereto as Exhibit “A,” between the City of Needles (“City”) and Patrick Martinez, setting forth the terms and conditions of Mr. Martinez’s employment as City Manager commencing on October 2, 2023.

WHEREAS, at the City Council meeting on November 12, 2024, the Council adopted Resolution 2024-44, whereby the Council approved the First Amendment to the Agreement, attached hereto as Exhibit “B,” between the City and Mr. Martinez, which memorialized the adjustment to Mr. Martinez’s amount of salary following the Council’s performance evaluation of Mr. Martinez; and

WHEREAS, Mayor Jernigan, Vice Mayor Campbell and Councilmember Longbrake, as representatives of the City, and Mr. Martinez renegotiated certain terms of the Agreement, now set forth in a Second Amendment to the City Manager Agreement (“Second Amendment”) attached hereto as Exhibit “C”; and

WHEREAS, the Second Amendment adjusts the amount of salary, and bases said salary increase on performance and substantial accomplishment of mutually agreed upon goals.

NOW, THEREFORE, BE IT RESOLVED BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves the Second Amendment to the City Manager Agreement between the City of Needles and Patrick Martinez and authorizes the Mayor to sign same for and on behalf of the City of Needles.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 12th day of November, 2025 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Janet Jernigan, Mayor

ATTEST:

Candace Clark, City Clerk

APPROVED AS TO FORM:

Lena Wade, Deputy City Attorney

**SECOND AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

THIS SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT (the "Second Amendment") is entered into as of the 11th day of November, 2025 ("Effective Date") between the City Council of and on behalf of the City of Needles (the "City") and Patrick Martinez (the "City Manager" or the "Employee").

RECITALS

- A. City and Employee executed that certain City Manager Employment Agreement ("Agreement") entered into as of April 25, 2023; and
- B. City and Employee executed that certain First Amendment to the Agreement entered into as of November 12, 2024.
- C. The parties now wish to amend the Agreement as set forth below.

AMENDMENT

- A.** Article II is hereby amended to read as follows:

II. SALARY

"City Manager's salary shall be Two Hundred and Twenty-Three Thousand Five Hundred Ten Dollars (\$223,510.00) per year commencing on the Effective Date, which sum shall be paid pursuant to the procedures regularly established, and as they may be amended by the City in its sole discretion. On each Anniversary of the Agreement, the salary may be adjusted in an amount to be determined in the discretion of the City Council.

The position of City Manager is an exempt position under state and federal wage and hour laws. Employee's compensation (whether salary, benefits or other allowances) is not based on hours worked and Employee shall not be entitled to any compensation for overtime. Employee is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager position. The City manager does not have set hours of work as the City Manager is expected to dedicate himself on a full-time basis to serving as the City Manager and to be available at all reasonable and relevant times."

B. General. Except as modified by this Second Amendment, all of the terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall control and supersede any such inconsistent or conflicting terms. Capitalized terms not otherwise defined in this Second Amendment shall have the meanings ascribed to such terms by the Agreement. The recitals in this Amendment are incorporated herein.

"CITY"

City of Needles

Janet Jernigan, Mayor

ATTEST:

Candace Clark, City Clerk

"EMPLOYEE"

Patrick Martinez, City Manager

APPROVED AS TO FORM:

Lena Wade, Deputy City Attorney