

**CITY OF COSTA MESA FIRST AMENDMENT TO AGREEMENT
FOR THE OFFICE OF CITY MANAGER**

THIS FIRST AMENDMENT TO AGREEMENT FOR THE OFFICE OF CITY MANAGER ("First Amendment"), made and entered into this 25th day of June, 2020 by and between the CITY OF COSTA MESA, State of California, a Municipal corporation, hereinafter referred to as "the City" and Lori Ann Farrell Harrison, hereinafter referred to as "Employee."

RECITALS:

WHEREAS, the City retained the services of Employee as City Manager of the City of Costa Mesa by written agreement dated May 7, 2019 ("the Agreement"); and

WHEREAS, given the extraordinary circumstances facing the City going into the 2020/21 Fiscal Year due to the COVID-19 Global Pandemic and prolonged state of emergency, along with closures of many businesses and associated losses of revenue, the City Manager has requested that the City Council allow her to take a temporary pay reduction for the 2020/21 Fiscal Year commensurate with the temporary furloughs and pay reductions which have been negotiated with the represented and unrepresented employees of the City in an effort to meet the unprecedented financial emergency in which the City finds itself; and.

WHEREAS, the City Council of the City of Costa Mesa recognizes that due to the lengthy state of emergency, Employee has been unable to take the additional Executive Leave granted to her for the 2019/20 Fiscal Year; and

WHEREFORE, in consideration of the respective mutual covenants and promises hereinafter contained and made subject to all of the terms and conditions hereof, the parties hereto do hereby agree as follows:

Section 4 of the Agreement shall be revised for the Fiscal Year 2020/21 only to read as follows:

4. COMPENSATION

- (a) Employee shall take a five percent (5%) reduction in her pay or benefits equivalent to a 5% furlough/reduction which represented and unrepresented employees are taking for fiscal year 2020/21, which reduction will continue for the same period as the employee furloughs, but no later than June 30, 2021.

Effective July 1, 2021, section 4 of the Agreement shall revert to the original terms.

Section 5(d) of the Agreement shall be revised to read as follows:

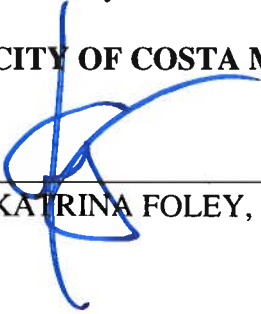
- (d) Employee shall be entitled to 80 hours of Executive Leave each fiscal year. For the fiscal year 2020/21, Employee may use up to forty (40) hours of that Executive

Leave between July 1, 2020 and December 31, 2020. The remaining forty (40) hours may be used between January 1, 2021 and June 30, 2021. Executive leave is intended to allow Employee time for rest and relaxation and not intended to create a cash benefit. Employee shall not take executive leave as cash/cash out at any time.

Except as expressly modified herein, the remaining terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, the date and year first above written.

CITY OF COSTA MESA:



KATRINA FOLEY, MAYOR

EMPLOYEE:



LORI ANN FARELL HARRISON

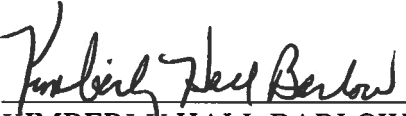
ATTEST:

CITY CLERK, CITY OF COSTA MESA
A Municipal Corporation of the State of California



BRENDA GREEN
CITY CLERK, CITY OF COSTA MESA

APPROVED AS TO FORM:



KIMBERLY HALL BARLOW
CITY ATTORNEY