

FIRST AMENDMENT TO CITY ATTORNEY EMPLOYMENT AGREEMENT

The City Attorney Employment Agreement dated July 9, 2019 is hereby amended this first time on this 14th day of September 2021, pursuant to the following terms and conditions and is otherwise reaffirmed as to each and every other provision contained therein.

Section 1.

A new Section 4.1.2 is added to the Original Agreement to read as follows, and the existing Section 4.1 of the Original Agreement is hereby renumbered to Section 4.1.1.

Adjustment. The City Attorney shall continue to receive his current monthly salary as reflected in the Original Agreement, plus an additional salary increase (COLAs) in the same amount and effective on the same respective dates as received by the City's unrepresented management employees for fiscal years 2020-2021 and 2021-2022. An additional 5% market adjustment shall be added to the salary and hourly rate for FY 2021-2022.

Section 2.

A new Section 4.3.2 is added to the Original Agreement to read as follows, and the existing Section 4.3 of the Original Agreement is hereby renumbered to Section 4.3.1.

Adjustment. In addition to the vacation benefit as reflected in the Original Agreement, the City Attorney's vacation bank balance will be increased by a one-time addition of 80 hours.

Section 3.

A new Section 4.4.2 is added to the Original Agreement to read as follows, and the existing Section 4.4 of the Original Agreement is hereby renumbered to Section 4.4.1.

Adjustment. In addition to the sick leave provision as reflected in the Original Agreement, the City Attorney's sick leave bank balance will be increased by a one-time addition of 80 hours.


Section 4.

Unless otherwise stated above, adjustments reflected in this First Amendment Agreement shall be effective the pay period after Council approval.

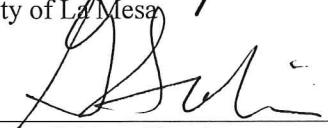
Section 5.

In the event of a conflict between any provision and/or figure contained in the Original Agreement and this First Amendment Agreement, this First Amendment Agreement shall supercede.

IN WITNESS WHEREOF, the City of La Mesa has caused this First Amendment Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and Glenn Sabine has signed and executed this First Amendment Agreement, both in duplicate, effective as of the day and year first written above.

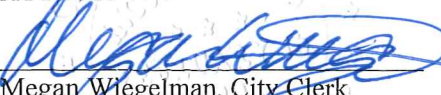


Mark Arapostathis, Mayor
City of La Mesa



Glenn Sabine, City Attorney

ATTEST:



Megan Wiegelman, City Clerk