

CITY OF CORONA
FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT
FOR
NON-REPRESENTED EMPLOYEE
(CITY MANAGER)

1. PARTIES AND DATE.

This First Amendment to the Employment Agreement for Non-Represented Employee ("First Amendment") is made and entered into this 21st day of July 2021 by and between the CITY OF CORONA ("City") and JACOB ELLIS. City and Employee may sometimes individually be referred to as "Party" and collectively as "Parties" throughout this First Amendment.

2. RECITALS.

2.1 Agreement. City and Employee entered into that certain Employment Agreement for Non-Represented Employee dated on or about November 6, 2019, whereby City agreed to employ Employee and Employee agreed to accept employment as City Attorney ("Agreement").

2.2 Amendment. City and Employee desire to amend the Agreement for the first time to provide an additional one-time payment equal to two percent (2%) of Employee's base salary, which is also being provided to all Executive Group and Management/Confidential Group employees.

3. TERMS.

3.1 One-Time Payment. Section 3.3.1 is hereby added to the Agreement to read as follows:

"3.3.1 One-Time Payment. City shall make a one-time lump sum payment to Employee equal to two percent (2%) of the Employee's base salary, which shall not be pensionable compensation. The one-time payment authorized by this section shall be paid on the first full pay period following approval of this First Amendment."

3.2 Continuing Effect of Agreement. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

3.4 Counterparts. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

3.5 Assistance of Counsel. Each Party to this First Amendment warrants to the other Party that it has either had the assistance of counsel (other than Employee) in negotiation for, and preparation of, this First Amendment or could have had such assistance and voluntarily declined to obtain such assistance.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR
FIRST AMENDMENT TO
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IN WITNESS WHEREOF, the Parties have entered into this First Amendment to Employment Agreement for Non-Represented Employee as of the 21st day of July 2021.

CITY OF CORONA

By:

Jacque Casillas
Mayor

ATTEST:

Sylvia Edwards
City Clerk

APPROVED AS TO FORM:

Dean Derleth
City Attorney

EMPLOYEE

By:

Jacob Ellis