

**FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (hereinafter, the “First Amendment”), is entered into as of September 5, 2023 (the “First Amendment Effective Date”), by and between the CITY OF LA PALMA, a public body and general law city of the State of California (the “City”), and CONAL MCNAMARA, an individual (the “City Manager”), The City and the City Manager are hereafter together referred to as the “Parties” and each individually as a “Party.”

**RECITALS**

**WHEREAS**, the City previously entered into an Employment Agreement with Conal McNamara for City Manager services on March 3, 2020 the (“Original Agreement”); and

**WHEREAS**, the Parties entered into a First Amendment to the Original Agreement on March 2, 2021; and

**WHEREAS**, the Parties entered into a Second Amendment to the Original Agreement on September 6, 2022; and

**WHEREAS**, the Parties entered into an Amended and Restated Employment Agreement (“Amended and Restated Agreement”) on June 6, 2023;

**WHEREAS**, pursuant to Government Code Section 54957, the City Council convened in closed session on May 2, 2023, and August 1, 2023, for the purpose of conducting a performance evaluation of the City Manager; and

**WHEREAS**, the City Council has completed its performance evaluations of the City Manager, and the Parties desire to amend the Amended and Restated Agreement to (i) increase the amount of the automobile expense reimbursement; (ii) increase the amount of vacation that may be accrued and carried over year to year; and (iii) remove the requirement that the City Manager provide notice each fiscal year to the City Council of whether he elects to be paid for unused vacation or carryover unused vacation.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Section 7(B)(4) shall be modified to replace “Three Hundred Fifty Dollars (\$350.00)” with “Seven Hundred Fifty Dollars (\$750.00).”
2. Section 7(B)(8) shall be replaced in its entirety with the following:

upon commencing employment, City Manager shall be credited with eighty (80) hours of vacation and provided with the same vacation accrual amounts and in the same time and manner received by Tier 1 Managers hired prior to July 1, 2011, with 10 years of continuous service. Not more than eighty (80) hours of vacation may be taken consecutively by City Manager without the prior approval of the City

Council. Upon commencing employment and through June 30, 2023, carryover and accrual of vacation time shall be subject to the following provisions: City Manager shall have the option, not later than thirty (30) days prior to end of each fiscal year ending June 30, to provide notice to the City Council that he elects to either (i) be paid for any unused vacation time existing as of the end of that fiscal year just ended, or (ii) carryover to the next fiscal year that began that July 1 such unused vacation time; provided, however, that in no event shall City Manager be permitted to carry over more than eighty (80) hours of unused vacation time for a given year. Commencing on July 1, 2023, carryover and accrual of vacation time shall be subject to the following provisions: City Manager shall not be permitted to accumulate and carry over more than three hundred twenty (320) hours of unused vacation.

- 3. Except as set forth in this First Amendment, each and all of the terms, conditions, and covenants set forth in the Amended and Restated Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of La Palma has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the City Manager has signed and executed this First Amendment to become effective as of the First Amendment Effective Date.

**CITY OF LA PALMA**

DocuSigned by:  
*Debbie S. Baker*  
By: \_\_\_\_\_  
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Debbie Baker, Mayor

**ATTEST:**

DocuSigned by:  
*Kimberly Kenney*  
\_\_\_\_\_   
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Kimberly Kenney, CMC  
City Clerk

**CITY MANAGER**

DocuSigned by:  
*Conal McNamara*  
By: \_\_\_\_\_  
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Conal McNamara, an individual

**APPROVED AS TO FORM:**

**RUTAN & TUCKER**

DocuSigned by:  
*Ajit Thind*  
By: \_\_\_\_\_  
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Ajit Thind  
City Attorney