

Attachment D

Amendment No. 2 to Temporary Employment Agreement

**AMENDMENT NO. TWO TO
POST RETIREMENT TEMPORARY EMPLOYMENT AGREEMENT
WITH ROSALINH UNG FOR PRINCIPAL PLANNER SERVICES**

THIS AMENDMENT NO. TWO TO POST RETIREMENT TEMPORARY EMPLOYMENT AGREEMENT ("Amendment No. Two") is made and entered into as of this 24th day of May, 2022 ("Effective Date"), by and between the CITY OF NEWPORT BEACH, a California municipal corporation and charter city ("City"), and ROSALINH UNG ("Employee"), whose mailing address is 7693 Couples Way, Hemet, CA 92545, and is made with reference to the following:

RECITALS

- A. On June 23, 2020, City and Employee entered into a Post Retirement Temporary Employment Agreement ("Agreement") for temporary Principal Planner employment ("Position").
- B. On May 11, 2021, City and Employee entered into Amendment No. One to the Agreement to extend the term of the Agreement to June 30, 2022, and to update the total compensation.
- C. The parties desire to enter into this Amendment No. Two to extend the term of the Agreement to June 30, 2023, update the total compensation, and to update the Notices section.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

Section 1 of the Agreement is amended in its entirety and replaced with the following: "The term of this Agreement shall commence on June 23, 2020, or earlier as directed, in writing, by the Community Development Director, and shall end June 30, 2023, unless terminated earlier as set forth herein."

2. COMPENSATION

Section 3.1.4 shall be added to the Agreement as follows:

"3.1.4 Beginning July 1, 2022, pay shall increase to **Sixty-Five Dollars and 74/100 (\$65.74)** per hour for hours worked pursuant to this Agreement. Employee shall be paid on a bi-weekly basis corresponding to the City's payroll schedule and Employee is subject to State and Federal income tax withholdings. \$65.74 per hour shall be considered just compensation and no additional benefits or holiday pay will be provided under this Agreement."

3. NOTICES

Section 6.3 of the Agreement shall be amended in its entirety and replaced with the following:

“6.3 All notices, demands, requests or approvals from City to Employee shall be addressed to Consultant at:

Rosalinh Ung
7693 Couples Way
Hemet, CA 92545”

4. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. Two to be executed on the dates written below.

CITY OF NEWPORT BEACH,
a California municipal corporation
Date: 6/6/2022

By: Seimone Jurjis
Seimone Jurjis
Community Development Director

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 5/9/22

By: Aaron C. Harp
Aaron C. Harp
City Attorney

CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: Kevin Muldoon
Kevin Muldoon
Mayor

EMPLOYEE: Rosalinh Ung

Date: 5/31/2022

By: Rosalinh Ung
Rosalinh Ung

ATTEST:
Date: 6.13.2022

By: Leilani I. Brown
Leilani I. Brown
City Clerk

[END OF SIGNATURES]

