

Attachment B

Amendment No. 4 to Temporary Employment Agreement

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

THIS AMENDMENT NO. FOUR TO POST RETIREMENT TEMPORARY EMPLOYMENT AGREEMENT ("Amendment No. Four") is made and entered into as of this 11th day of June, 2024 ("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, California 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. On May 24, 2022, City and Employee entered into Amendment No. Two to the Agreement to extend the term of the Agreement to June 30, 2023, and to update the total compensation.
- D. On May 23, 2023, City and Employee entered into Amendment No. Three to the Agreement to extend the term of the Agreement to June 30, 2024, and to update the total compensation.
- E. The parties desire to enter into this Amendment No. Four to extend the term of the Agreement to June 30, 2025, and to update the total compensation.

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, 2025, unless terminated earlier as set forth herein."

2. COMPENSATION

Section 3.1.5 shall be added to the Agreement as follows:

"3.1.5 Beginning July 1, 2024, pay shall increase to **Seventy Three Dollars and 23/100 (\$73.23)** 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. \$73.23 per hour shall be considered just compensation and no additional benefits or holiday pay will be provided under this Agreement."

3. 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. Four to be executed on the dates written below.

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

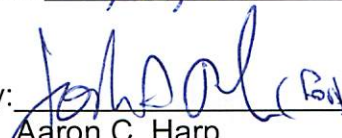
CITY OF NEWPORT BEACH,
a California municipal corporation
Date: _____

By: _____
Seimone Jurjis
Assistant City Manager

By: _____
Will O'Neill
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 5/20/24

EMPLOYEE: Rosalinh Ung
Date: _____

By: 
Aaron C. Harp
City Attorney
5.20.24
AF

By: _____
Rosalinh Ung

ATTEST:
Date: _____

By: _____
Leilani I. Brown
City Clerk

[END OF SIGNATURES]