

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT
CITY MANAGER – CITY OF LAGUNA NIGUEL**

This Second Amendment (“Second Amendment”) is entered into this 16th day of August, 2022, and is an amendment to the original Employment Agreement that was made and entered into as of the 16th day of July 2019, by and between the City of Laguna Niguel, a municipal corporation (the “City”), and Tamara S. Letourneau (“Letourneau”) (individual “Party, and collectively the “Parties”)(the “Agreement”), as amended by the First Amendment approved on the 7th day of September 2021.

RECITALS

A. On July 16, 2019, the City and Letourneau entered into the Agreement for Letourneau to serve as the City Manager.

B. On September 7, 2021, the First Amendment to the City Manager Employment Agreement was approved by the City Council.

C. On August 12, 2022, the City Council completed Letourneau’s annual performance evaluation and the Parties now desire to make certain adjustments in the Agreement.

D. This Second Amendment is intended to provide for adjustments in Letourneau’s salary and benefits, and to memorialize prior interpretations of the Agreement.

E. This Second Amendment was approved by the City Council at its regular meeting on August 16, 2022.

AGREEMENT

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

1. Section 6.1 of the Agreement is amended to read as follows:

6.1 City agrees to pay Letourneau an annual base salary of \$266,400 payable in equal installments at the same time and in the same manner that other City employees are paid. This salary shall be effective as of August 12, 2022.

2. Section 7.2 of the Agreement permits the City to grant Letourneau with a one-time, lump sum performance bonus. The City has decided to grant Letourneau with a bonus of \$10,000, reflective of performance over the prior year.

3. Section 7.4 of the Agreement is amended to read as follows:

7.4 City shall pay, on behalf of Letourneau, \$13,500 per year to the MissionSquare Retirement, formerly known as ICMA RC, 457 Deferred Compensation Plan during the term of this Agreement. Payment shall be made in equal amounts each pay period. The City shall take all steps necessary to provide for Letourneau’s participation in said Plan.

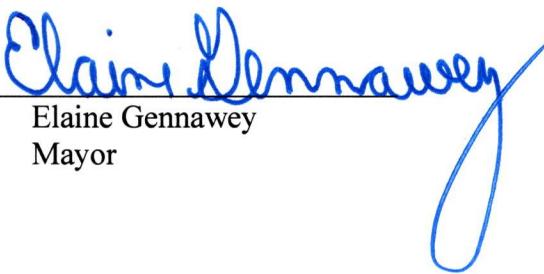
4. Section 7.15 of the Agreement is added to read as follows:

7.15 City agrees to provide Letourneau with a one-time gasoline stipend of \$2,100.

5. Except as revised by this Second Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Agreement as of the date first herein written above.

CITY OF LAGUNA NIGUEL

By: 
Elaine Gennawey
Mayor

ATTEST:


Marissa J. Asistin
City Clerk

APPROVED AS TO FORM BY THE
CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL


Nicholas Ghirelli
Interim City Attorney

By: 
Tamara S. Letourneau
City Manager

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF ORANGE)ss
CITY OF LAGUNA NIGUEL)

I, Marissa J. Asistin, City Clerk of the City of Laguna Niguel, California, do hereby certify that the foregoing is Resolution No. 2022-1405, which was adopted at a regular meeting of the City Council of the City of Laguna Niguel, California, held on August 16, 2022, by the following vote:

AYES: Council Members Jennings, Minagar, and Sharma; Mayor Pro Tem Rains, and Mayor Gennaway.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

Marissa J. Asistin
Marissa J. Asistin
City Clerk