

**FIRST AMENDMENT TO THE
EMPLOYMENT AGREEMENT
CITY OF FULLERTON CITY MANAGER**

This FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT ("First Amendment") is made effective as of February 6, 2024 ("Effective Date") and is entered into by and between the CITY OF FULLERTON, a California municipal corporation ("City") and ERIC J. LEVITT ("Levitt") an individual (sometimes collectively referred to herein as "the Parties").

RECITALS

WHEREAS, Levitt has served as the City Manager of the City of Fullerton since May 10, 2022.

WHEREAS, the City desires to continue the employment of Levitt as City Manager.

WHEREAS, the City desires to provide specified increases to Levitt's base salary and contributions to Levitt's medical insurance.

WHEREAS, the amendment contained herein does not adjust any other compensation or benefits, adjusting only base salary in Section 3 and the provision of "Flex Credits" in Section 4.

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

1. **SECTION 3(A): Compensation, Performance Objectives and Performance Evaluation** will be amended to state:
 - A. Base Salary. Effective February 17, 2024, City agrees to pay Levitt an annual base salary of \$270,000 (Two Hundred Seventy Thousand Dollars) ("Base Salary"), subject to deductions and withholding of any and all sums required for federal or state income tax, pension contributions, and all other taxes, deductions or withholdings required by then current state, federal or local law, prorated and paid on the City's biweekly payroll cycle. City shall also deduct sums Levitt is obligated to pay because of participation in plans or programs described in Section 4 of this Agreement.
2. **SECTION 4(C): Retirement and Health Benefits** will be amended to add the following subsection 6:
 6. Flex Credit Contribution. Subject to enrollment in the City's medical program, Levitt shall be provided a "flex credit" contribution of \$350 per


month, paid in \$175 increments for the first two pay periods of each month.

Effective January 1, 2025, the "flex credits" shall be adjusted annually in the amount of 50% of the premium increase for the applicable tier in the Kaiser HMO plan (Employee, Employee + 1, or Family) based on Levitt's level of enrollment. If the premium goes down, there shall be no adjustment to the flex credits for that year. Flex credits may be applied to the City's health insurance, dental, and vision premiums. Flex credits shall be applied in the following order: health insurance (first); dental insurance (second), and vision insurance (third). Any remaining flex credits after application to the City's health, dental, and vision premiums shall be forfeited.

3. All terms and provisions of the agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the First Amendment Effective Date, all references to the Agreement shall include the terms contained in this First Amendment.


IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed on the dates reflected below each signature.

CITY OF FULLERTON



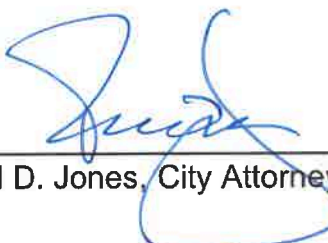
Nicholas Dunlap, Mayor
Dated: 02/12/2024

ERIC J. LEVITT



Eric J. Levitt
Dated: 2/12/24

Approved as to Form:



Richard D. Jones, City Attorney
Dated: 2-13-24

Attest:



Lucinda Williams, City Clerk

Dated: 2-13-24