

**FIRST AMENDMENT
TO CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF HAWTHORNE AND VONTRAY NORRIS**

THIS FIRST AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT with Vontray Norris ("Norris"), is made and entered into this 12th day of December 2023, by and between the City of Hawthorne and Norris.

RECITALS

A. Reference is hereby made to the City Manager Employment Agreement ("CM Agreement") Between the City of Hawthorne and Vontray Norris with the "effective date" of October 27, 2021.

B. The CM Agreement provided for Norris' employment as the City Manager for the City of Hawthorne commencing October 27, 2021 through October 27, 2024 for the beginning salary of \$240,000 to be paid retroactively from October 13th, the date of the city council's appointment of Norris as the City Manager.

C. During the regularly scheduled City Council meeting of October 24, 2023 the Council met in a closed session to discuss Norris' performance evaluation. The council unanimously voted to extend the term of the CM Agreement and appointed Councilwoman Katrina Manning as the City's negotiator.

D. Norris and Councilwoman Manning met and negotiated this First Amendment to the CM Agreement which amends the CM Agreement as follows:

- Section 4: Extend the term of the CM Agreement by three years with the new expiration date of December 12, 2027.
- Section 7: Change the base salary to \$280,000.
- Section 9(D): Change annual administrative leave to 200 hours.
- Section 9(G): Change the City's contribution to \$850 per month for 457(b) Deferred Compensation Plan.
- Section 9(M): Amend for City to pay medical, dental and vision insurance for employee plus two dependents in excess of \$12.12 per pay period to be paid by Norris.
- Section 12: Change medical, dental and vision health insurance coverage premiums to City to pay employee plus two dependents with Norris to contribute \$12.12 per each pay period.

- Section 14(a): Change Termination Agreement to allow continuation of employment as a member of HEG with a salary range of 51 at step J.

E. Except as otherwise specifically amended herein in this First Amendment, all other terms and conditions contained in the original CM Agreement shall remain in full force and effect.

F. A copy of the CM Agreement is attached hereto, incorporated herein as Exhibit "1".

NOW, THEREFORE, in consideration of the foregoing Recitals, the agreement of the parties as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 4 of the CM Agreement is hereby deleted and replaced by a new Section 4 which shall read as follows:

4. The effective date of this agreement shall be December 12, 2023. Unless earlier terminated, this Agreement shall expire on December 12, 2027.

Section 7 of the CM Agreement is hereby deleted and replaced by a new Section 7 which shall read as follows:

7. City shall compensate Norris at the base salary of \$280,000 annually, to be paid on a bi-weekly basis during the term of this Agreement.

Section 9(D), (G) and (M) of the CM Agreement is hereby deleted and replaced by a new Section 9(D), (G) and (M) which shall read as follows:

9. Norris shall receive the following fringe benefits.

...

D. Norris shall be entitled to two hundred (200) hours of administrative leave per calendar year. Administrative leave shall accrue at the rate of 7.69 hours per bi-weekly pay period and shall accrue on an unlimited basis. Norris will be entitled to receive the value of accumulated administrative leave upon separation from employment, whether that be from voluntary resignation, retirement or termination.

...

G. **Deferred Compensation.** The City will contribute \$850 per month to Norris toward his 457(b) Deferred Compensation Plan. In addition, the City will match Norris' contribution to the City's 457(b) Deferred Compensation Plan up to \$400/month.

...

M. Norris shall be entitled to medical, dental and vision insurance with the full premiums, employee plus two dependents paid by the City in excess of \$12.12 per pay period paid by Norris. Norris may elect not to enroll in a medical plan offered by the City and receive eight hundred dollars (\$800) per month in lieu of the City's "Employee plus two dependents" medical plan coverage.

Section 12 of the CM Agreement is hereby deleted and replaced by a new Section 12 which shall read as follows:

12. Norris shall be granted the option of selecting medical insurance coverage from a list of carriers that exist as choices for other current retirees of HEG, except as limited by law. If Norris is receiving health care insurance at the time of his retirement, he shall be entitled to maintain enrollment in the City's health plan, as per the established guidelines and rules of CalPERS. The City shall pay an amount equal to employee plus two dependents in excess of \$12.12 per pay period to be paid by Norris for the health plan in which Norris is enrolled, less any administrative fees required by the plan. If Norris is not enrolled in a health plan at the time of retirement, he shall not be eligible for this benefit.

Section 14(a) of the CM Agreement is hereby deleted and replaced by a new Section 14(a) which shall read as follows:

14. The City Council may terminate this Agreement pursuant to the provisions of Chapter 2.04 of the Hawthorne Municipal Code. Norris shall be employed "at-will" and shall have no property rights to City employment. Norris shall be afforded a public hearing pursuant to the requirements of Hawthorne Municipal Code § 2.04.080.

If the City Council terminates this Agreement pursuant to Chapter 2.04 before the expiration date as specified in Section 4, Norris shall have the following options:

(a) Norris may continue his employment with the City as a member of the Hawthorne Executive Group (HEG) in a Director of Community Services position with a salary range of 51 at step J of the HEG MOU. Norris may also elect to receive his entire unused vacation, sick, floating holiday and administrative leave time at the base salary rate at time of the termination. or

(b) Severance. Norris may elect to receive a severance package from the ...

IN WITNESS WHEREOF, this First Amendment to City Attorney Employment Agreement Between the City of Hawthorne and Robert M. Kim has been executed by the duly authorized representatives.