

**FIFTH AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This FIFTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT (hereinafter “FIFTH Amendment”) is made and entered into as of the 12th day of November, 2024, by and between the CITY OF HERMOSA BEACH, a California general law city and municipal corporation (hereinafter “City”) and SUJA LOWENTHAL (hereinafter “Employee”).

RECITALS

A. City and Employee entered into a City Manager Employment Agreement (hereinafter the “Agreement”) as of August 28, 2018 providing for employment of Employee as City Manager of City.

B. Pursuant to Section 5 of the Agreement, the City Council conducted an annual performance evaluation of Employee following her sixth full year of employment and further evaluated her salary to determine whether modifications are appropriate.

C. The parties now desire to modify the Agreement in order to increase Employee’s salary for the seventh year of her employment.

NOW, THEREFORE, in consideration of the foregoing, the parties agree to amend the Agreement as follows:

1. **Section 5 of the Agreement is amended in its entirety to read:**

“5. Compensation. City agrees to pay Employee for the services required by this Agreement a monthly base annual salary of Two Hundred Eighty-One Thousand Three Hundred and Seventy-Six Dollars (\$281,376.00) from August 28, 2024 through August 27, 2025, payable in installments at the same time as other employees of the City are paid. Employee shall not be entitled automatically to receive cost of living adjustments afforded

to City's classified employees or department head level executives, but the City Council may, in its discretion, take the cost of living index into consideration when adjusting Employee's compensation.

At the time of her annual performance evaluation, or at any other time desired by the City Council, City agrees to evaluate Employee's salary and/or any other benefits Employee receives under this Agreement and to make modifications in such amounts and to such an extent (whether in the nature of a cost of living adjustment, merit increase, bonus or other compensation enhancement or otherwise) as City Council in its discretion may determine that it is desirable to do so based on Employee's performance and such other information as Employee may submit as Employee deems relevant to this determination, including evidence of salaries paid to city managers in comparable cities. Commencing with Employee's 2022/2023 work year, Employee may be given exceptional performance recognition in the form of a one-time check up to ten percent (10%) of base salary for exceptional performance during the prior fiscal year. Such bonus, if provided, may be paid as regular pay (non-PERSable), converted to deferred compensation (401A or 457 Plan, HSA or other allowed City plan) to the extent allowed by law or some other mechanism mutually agreed by the parties."

2. The salary adjustments provided for by this Fifth Amendment shall take effect commencing August 28, 2024.

[Signature Page to Follow]

Except as modified above, in all other respects the Agreement is hereby reaffirmed and in full force and effect.

IN WITNESS THEREOF, the parties have executed this Fifth Amendment as of the day and year first above written.

CITY OF HERMOSA BEACH

DEAN FRANCOIS
MAYOR

ATTEST:

CITY CLERK

EMPLOYEE

SUJA LOWENTHAL
CITY MANAGER