

FIRST AMENDMENT TO
AGREEMENT FOR TEMPORARY EMPLOYMENT
FOR INTERIM POLICE CHIEF

This FIRST AMENDMENT to the Agreement for Temporary Employment for Interim Police Chief between the TOWN OF COLMA, a municipal corporation ("Town") and Robert Lotti ("Employee"), effective June 29, 2020 is necessary to correct a clerical error in Section 3.4.1 of the Agreement. The Town and Employee are sometimes individually referred to herein as "Party" and collectively as "Parties."

1. Section 3.4.1 of the Agreement is amended in its entirety as read as follows with a clerical correction to the hourly rate only:

3.4.1 Compensation. For services rendered pursuant to this Agreement, Employee shall be compensated at the hourly rate of \$101.40. The Town has confirmed that this rate is not less than the minimum, nor in excess of the maximum, paid by the Town to other employees performing comparable duties (divided by 173.333 to equal an hourly rate) as listed on the Town's publicly-available pay schedule. This hourly rate is established pursuant to the requirements of Government Code Section 21221(h) and may only be modified if permitted thereby. The compensation shall be paid at the same time and in the same manner as salaries are usually paid to Miscellaneous Employees of the Town and shall be subject to all applicable taxes, and other required deductions. Such compensation shall be Employee's sole compensation for his service under this Agreement. Notwithstanding the foregoing, the Town shall pay for workers' compensation insurance for Employee. Employee shall not be entitled to any additional benefits provided by the Town to its employees, including, but not limited to, paid vacation, paid holiday leave, paid sick leave, medical insurance, dental insurance, life insurance, deferred compensation, disability insurance, unemployment insurance, and vehicle allowance.


2. Unless otherwise stated herein, all other terms of the Agreement shall remain unchanged.
3. In accordance with Section 3(b) of Resolution No. 28, the City Council has granted authority to the City Manager to enter into this Agreement consistent with Government Code Sections 7522.56 and 21221(h), and this amendment would make a technical correction to ensure the Agreement is consistent with Government Code Sections 7522.56 and 21221(h).

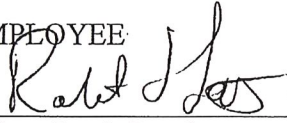
IN WITNESS WHEREOF, the Town of Colma has caused this FIRST AMENDMENT to be signed and executed on its behalf by its City Manager, and duly attested by its City Clerk, and Employee has signed and executed this FIRST AMENDMENT, both in duplicate, effective on the day and year first above written.

TOWN OF COLMA

By: _____

Brian Dossey, City Manager

Attest: 
Caitlin Corley, City Clerk

EMPLOYEE

Robert Lotti, Employee