



## THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This Third Amendment to Employment Agreement ("Third Amendment") is made and entered into as of the 13<sup>th</sup> day of November 2019, by and between the City of Santee, a municipal corporation ("City") and Marlene D. Best ("Employee").

### RECITALS

1. On or about February 18, 2016, City and Employee entered into an Employment Agreement whereby the City employed Employee as its City Manager, effective March 28, 2016 ("Employment Agreement").
2. On or about September 7, 2017, City and Employee amended the Employment Agreement to increase Employee's annual base salary and car allowance ("First Amendment").
3. On or about March 1, 2019, City and Employee amended the Employment Agreement to remove the fixed term of employment in the Agreement ("Second Amendment").
4. On October 9 and 23, 2019, the City Council conducted Employee's performance evaluation, and determined that it would leave all terms of the Employee's Agreement, as amended, the same, except for the addition of a contribution to the City's Deferred Compensation Plan.
5. It is the desire of the City Council to amend the Employment Agreement to continue to employ the services of Employee as its City Manager with the additional deferred compensation provided below.

**NOW, THEREFORE, IN CONSIDERATION OF PERFORMANCE BY THE PARTIES OF THE COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AGREE TO AMEND THE EMPLOYMENT AGREEMENT AS FOLLOWS:**

6. The Parties hereby amend Paragraph 3 Salary and Benefits of the Employment Agreement to add the following benefit:

Beginning January 2, 2020, Employee shall receive a yearly employer contribution of \$20,000 from the City, deposited into the City sponsored Deferred Compensation Plan, consistent with the limits, policies and conditions established by the ICMA plan (or other similar plan that may be in place in the future) and Federal Tax Laws. Said contribution shall be made in the amount of \$20,000 on January 2, 2020. Thereafter, effective January 1, 2021 said contribution shall be made each year in 26 equal installments of \$769.23 on each regularly scheduled pay date.

7. Except as amended in this Third Amendment and the First and Second Amendments, the terms and conditions of the Employment Agreement remain the same.

**IN WITNESS WHEREOF**, City and Employee have signed and executed this Third Amendment as of the 13<sup>th</sup> day of November 2019.

**CITY OF SANTEE**

By:   
John W. Minto, Mayor

**EMPLOYEE**

By:   
Marlene D. Best, City Manager

**APPROVED AS TO FORM:**

By:   
Shawn Hagerty, City Attorney