

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This Third Amendment to Employment Agreement between the City of Menifee ("**City**") and Armando G. Villa ("**Manager**") ("**Third Amendment**") is made this 16th day of February, 2022.

RECITALS

- A. On or about December 18, 2017, City and Manager entered into that certain "**Employment Agreement**" pursuant to which City hired Manager to serve as the City Manager of the City of Menifee.
- B. On or about June 20, 2018, City and Manager entered into that certain "First Amendment to Employment Agreement" ("**First Amendment**").
- C. On or about August 21, 2019, City and Manager entered into that certain "Second Amendment to Employment Agreement" ("**Second Amendment**"). The Employment Agreement, together with the First Amendment and the Second Amendment are referred to hereinafter as the "**Existing Agreement**".
- D. On January 19, 2022, the City Council conducted a performance evaluation of Manager and, based upon that performance evaluation, on February 16, 2022 the City Council considered in open session revisions to the Existing Agreement that would (1) extend the duration of the Existing Agreement through December 31, 2026, and (2) clarify Manager's entitlement to an education incentive that matches the education incentive benefit provided to the City's executive management team pursuant to City Council Resolution No. 21-1099 ("**Executive Benefits Resolution**").

AGREEMENT

NOW, THEREFORE, the parties agree to the following modifications to the Existing Agreement.

1. AMENDMENT TO SECTION 2 OF EMPLOYMENT AGREEMENT

Section 2 of the Employment Agreement is replaced, superseded, and amended in full as follows:

On or before July 1, 2026, and in the event Agreement is not earlier terminated, Manager shall notify Council of the provisions of Section 2 of this Agreement, and within 90 days thereafter Manager and Council shall meet to discuss whether Agreement shall be renewed or not renewed, and if renewed, upon such terms as the parties may mutually agree to.

2. AMENDMENT TO SECTION 5(h) OF EMPLOYMENT AGREEMENT

Section 5(h) of the Employment Agreement is replaced, superseded, and amended in full as follows:

(h) Supplemental Benefits. Except as provided otherwise herein, Manager shall receive any and all other supplemental benefits including, but not limited to, health, dental, life insurance, disability insurance, holidays, retirement benefits (PERS), deferred compensation plan, flexible spending account/dependent care, education incentive pay commencing as of the date of adoption of the Executive Benefits Resolution, and long term disability, as are generally available to management employees of the City as provided by applicable City Resolutions and Personnel Rules. Manager shall, in addition to such benefits, be entitled to (1) up to \$1,000 per year incurred for tuition, books and fees for college-level or job-related courses; and (2) a life insurance policy with a benefit amount of \$350,000. Except as otherwise provided herein, all actions undertaken by City relating

to fringe benefits for management employees shall be considered actions affecting the same benefits applicable to Manager.

3. AMENDMENT TO SECTION 13 OF EMPLOYMENT AGREEMENT

Section 13 of the Employment Agreement is replaced, superseded, and amended in full as follows:

The Effective Date of this Third Amendment shall be February 16, 2022. This Employment Agreement shall expire on December 31, 2026.

4. NO OTHER AMENDMENTS TO EMPLOYMENT AGREEMENT

Except as expressly provided in Section 1, above, the remainder of the Employment Agreement shall remain in full force and effect.


5. EFFECTIVE DATE AND TERM

The Effective Date of this Third Amendment shall be February 16, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date first set forth hereinabove.

CITY:

MANAGER:



Bill Zimmerman
Mayor



Armando G. Villa

Date Agreement approved by City Council in open session at a regular City Council Meeting

February 16, 2022

ATTEST:


Sarah Manwaring
City Clerk

APPROVED AS TO FORM:


Butan & Tucker, LLP
City Attorney