

**THIRD AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This Third Amendment to City Manager Employment Agreement ("Agreement") is entered into by and between the City of Fort Bragg ("City") and Tabatha Miller ("City Manager"), and shall be effective as of August 1, 2021. Collectively, City and City Manager are referred to as the "Parties."

WHEREAS, on February 14, 2018, City and City Manager entered into an Agreement whereby the City Manager was employed by the City to serve as its City Manager; and

WHEREAS, on July 1, 2019, the Parties to the Agreement entered into a new Employment Agreement modifying certain terms of the Agreement; and

WHEREAS, the City Manager volunteered to reduce her annual salary by \$10,000, which change was reflected in the First Amendment to City Manager Employment Agreement dated June 4, 2020; and

WHEREAS, the Parties agreed in a Second Amendment to the Agreement dated August 2, 2020, that the City Manager's annual base salary should be reinstated to its original amount due to her additional responsibilities and duties; and

WHEREAS, the Parties desire to amend the Agreement a third time to increase and clarify certain compensation terms.

NOW, THEREFORE, for the aforementioned reasons, the Parties hereby amend the Agreement as follows:

1. The reference to "Columbus Day" in Section (6) paragraph (2) is renamed "Indigenous Peoples' Day."
2. Paragraph (5)(C)(1), as amended by the First Amendment to the Agreement, is hereby replaced with the original language from the Agreement as follows:

In the event the City Manager is terminated by the City Council during such time that the City Manager is willing and able to perform the City Manager's duties under this Agreement, the City shall pay the City Manager a lump sum cash payment equal to the lesser of (a) the actual number of months' salary remaining on the current term of employment and the cash equivalent of health (medical, dental and vision) benefits for that same period, or (b) six (6) months' base salary and cash equivalent of health (medical, dental and vision) benefits then in effect as provided in Section 4 above. It is the intention of the parties that this paragraph complies with the requirements of Government Code Section 53260 et seq. In the event of any conflict between this provision and those code sections, the terms of those code sections shall govern the contractual relationship between the employer and employee.

3. Paragraph (5)(F)(1), as amended by the First Amendment to the Agreement, is hereby replaced with the original language from the Agreement, as follows:

On separation from City employment, the City Manager shall be paid for all unused accrued leave allowances provided in Section 4.B. above. Accumulated leave balances shall be paid at the City Manager's monthly base salary rate at the effective date of separation.

4. Paragraph (4)(A)(1) is hereby amended to provide as follows:

The annual base salary for the position of City Manager shall be \$158,707.00. This salary may be increased by amendment to this Agreement.

5. Paragraph (4)(A)(4) is hereby amended to provide as follows:

Deferred Compensation. The City shall contribute \$7,615.00 annually to City Manager's 457 deferred compensation plan through equal payments of \$292.88 each pay period.

6. Except as expressly amended herein, all terms of the Employment Agreement between City and City Manager dated July 1, 2019, as amended, are hereby reaffirmed.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment the day and year first written above.

Dated: _____

By _____
Bernie Norvell, Mayor
City of Fort Bragg

Dated: _____

By _____
Tabatha Miller
City Manager