

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement between the City of Menifee (“**City**”) and Armando G. Villa (“**Manager**”) (“**Second Amendment**”) is made this 21st day of August, 2019.

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**”) pursuant to which City and Manager modified Manager’s base salary.
- C. On August 7, 2019, the City Council conducted a performance evaluation of Manager and, based upon that performance evaluation, consideration in open session of revisions to the agreement duration, compensation terms, severance and termination provisions, and provisions relating to moving expenses and cash-out of accrued leave are all appropriate.
- D. On August 21, 2018, the City Council considered this Second Amendment which authorizes (i) an extension of the term of the Employment Agreement, such that it will now expire on December 31, 2023; (ii) two increases in Manager’s base salary spread over the next approximately ten (10) months, (iii) a provision allowing for future cost of living adjustments equal to those provided to the City’s employees; (iv) an annual contribution to Manager’s defined contribution retirement program under Section 457 of the Internal Revenue Code; (v) a commitment that the City Council will not terminate Manager without cause for a period of six months following any general municipal election at which a new