

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Fourth Amendment to Employment Agreement (“Fourth Amendment”) is made and entered into as of the 9th day of February 2022, 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 or about November 13, 2019, City and Employee amended the Employment Agreement to provide an ongoing contribution to the City’s deferred compensation plan (“Third Amendment”).
5. On January 26, 2022, 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 consideration of increasing Employee’s vacation accrual.
6. 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 increased vacation accrual 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:

5. The Parties hereby amend Paragraph 3.a. Vacation of the Employment Agreement as follows:

Beginning the first pay period after execution of this Fourth Amendment to the Employment Agreement, Employee will accrue vacation at a rate of twenty-five working days per year, the maximum accrual rate for Executive Management. Employee shall be entitled to accrue vacation up to the cap established under City policy based on this accrual rate.

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

IN WITNESS WHEREOF, City and Employee have signed and executed this Second Amendment as of the 9th day of February 2022.

CITY OF SANTEE

By: 
John W. Minto, Mayor

EMPLOYEE

By: 
Marlene D. Best, City Manager

APPROVED AS TO FORM:

By: 
Shawn Hagerty, City Attorney