

THIRD AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

THIS THIRD AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT ("Third Amendment") is made and entered into effective this 15th day of March, 2022, by and between the City of Poway, a municipal corporation ("City"), and Christopher Hazeltine, an individual ("City Manager").

RECITALS

1. City and City Manager entered into that certain "CITY MANAGER EMPLOYMENT AGREEMENT," dated April 2, 2019 and effective May 6, 2019 (the "Agreement"), by which City and the City Manager established the terms, conditions, compensation and other benefits for the City Manager's employment by the City.

2. City and City Manager entered into that certain First Amendment to the Agreement ("First Amendment"), effective December 3, 2019, and that certain Second Amendment to the Agreement ("Second Amendment"), effective March 16, 2021.

3. The Agreement requires the City Council to conduct a yearly evaluation of the City Manager's performance, where it may consider adjustments to the Agreement.

4. On March 1, 2022, the City Council conducted the performance evaluation contemplated by the Agreement, where the City Council determined that the City Manager has exceeded the City Council's expectations and goals.

5. The City Council and City Manager desire to enter into this Third Amendment to reflect the City Manager's positive performance.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Section 4(A)(1)(a) is hereby amended to replace "\$247,250" with "\$271,975".

Section 2. Section 5(A)(3)(a) is hereby replaced in its entirety to read:

(a) Section 457 Plan


The City will make, in equal proportionate amounts each pay period, a pro-rated total annual contribution into a qualified Section 457 Plan from one of the City approved plans as selected by the City Manager, in the maximum amount permitted by applicable law (*i.e.*, the Internal Revenue Service Code) for each calendar year, including the age 50 or older "catch up" contribution limit. For 2022, this amount shall be \$27,000, and will automatically increase each year in the amount permitted by law without the need to amend the Agreement. Amounts contributed under this section shall be to the benefit of the City Manager in accordance with the Deferred Compensation Plan participation agreement.

Section 3. Except as otherwise amended by this Second Amendment, all other terms and conditions of the Agreement and First Amendment shall remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed the day and year first above written.

CITY OF POWAY

By 

Steve Vaus, Mayor

CITY MANAGER

By 

Christopher Hazeltine

ATTEST:



Carrie Gallagher, City Clerk

APPROVED AS TO FORM:



Alan Fenstermacher, City Attorney