

JOHN NACHBAR, CITY MANAGER

**THIRD AMENDMENT TO
EXECUTIVE EMPLOYMENT AGREEMENT**

This Third Amendment to Executive Employment Agreement is entered into on this 27th day of November, 2017, by and between the City of Culver City, California, a municipal corporation, hereinafter referred to as "City", and John Nachbar, hereinafter known as "Employee". The City and the Employee are collectively referred to as "the Parties" and agree as follows:

WHEREAS, on March 28, 2011, the Parties entered into an Executive Employment Agreement to continue Employee as City Attorney (the "Agreement"); and

WHEREAS, at its meeting of December 13, 2010, the City Council authorized an Amendment to the Agreement requiring Employee to pay the full 8% CalPERS employee contribution rate (the "First Amendment"); and

WHEREAS, at its meeting of May 14, 2012, the City Council authorized an Amendment to the Agreement to modify and amend Exhibit B (Residency Incentive) of the Executive Employment Agreement (the "Second Amendment"); and

WHEREAS, the Agreement, the First Amendment and the Second Amendment are collectively referred to as the "Amended Agreement;" and

WHEREAS, the parties desire to modify and amend certain provisions of the Amended Agreement.

NOW THEREFORE, in consideration of the foregoing, City and Employee mutually agree as follows:

1. Paragraph 5 Salary and Compensation shall be amended as follows:

"Employee shall be compensated as set forth below, and paid pursuant to the payroll procedures and provisions affecting Executive Management employees of the City. Except as specifically provided herein, Employee shall receive all of the benefits, including insurance benefits, and vacation and sick leave accrual, provided to other Executive Management employees as described in the adopted Executive Compensation Plan currently in effect, and as may be amended in the future."

2. Subsection J Employee Retirement Contribution Paragraph 5 Salary and Compensation shall be amended as follows:

"J. Employee Retirement Contribution: Employee shall be required to contribute Employee and Employer Contributions to CalPERS as described in the Executive Compensation Plan."

3. Subsection F Administrative Leave of Paragraph 5 Salary and Compensation shall be amended as follows:

"F. Administrative Leave. Employee shall be entitled to one hundred-twelve (112) hours of Administrative Leave during each year of this Agreement. Any unused Administrative Leave at the end of each year of this Agreement shall be forfeited."

4. Except as expressly set forth herein, all terms and conditions of the Amended Agreement shall remain in full force and effect.
5. This Amendment shall be effective as of November 27, 2017.

EMPLOYEE

Dated: _____

By: _____
John Nachbar
City Manager

CITY OF CULVER CITY

Dated: _____

By: _____
Jeffrey Cooper,
Mayor, City of Culver City

ATTEST:

APPROVED AS TO FORM:

Jeremy Green, City Clerk

Carol A. Schwab, City Attorney