

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT
CITY MANAGER – CITY OF LAGUNA NIGUEL**

This Third Amendment ("Third Amendment") is entered into this 15th day of August, 2023, and is an amendment to the original Employment Agreement that was made and entered into as of the 16th day of July 2019, by and between the City of Laguna Niguel, a municipal corporation (the "City"), and Tamara S. Letourneau ("Letourneau") (individual "Party, and collectively the "Parties")(the "Agreement"), as amended by the Second Amendment approved on the 16th day of August 2022.

RECITALS

A. On July 16, 2019, the City and Letourneau entered into the Agreement for Letourneau to serve as the City Manager.

B. On September 7, 2021, the First Amendment to the City Manager Employment Agreement was approved by the City Council.

C. On August 16, 2022, the Second Amendment to the City Manager Employment Agreement was approved by the City Council.

D. On August 1, 2023, the City Council completed Letourneau's annual performance evaluation and the Parties now desire to make certain adjustments in the Agreement.

E. This Third Amendment is intended to provide for adjustments in Letourneau's salary and benefits, and to memorialize prior interpretations of the Agreement.

F. This Third Amendment was approved by the City Council at its regular meeting on August 15, 2023.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to amend the Agreement as follows:

1. Section 6.1 of the Agreement is amended to read as follows:

6.1 City agrees to pay Letourneau an annual base salary of \$283,992 payable in equal installments at the same time and in the same manner that other City employees are paid. This salary shall be effective as of August 12, 2023.

2. Section 7.4 of the Agreement is amended to read as follows:

7.4 City shall pay, on behalf of Letourneau, \$16,500 per year to the MissionSquare Retirement, formerly known as ICMA RC, 457 Deferred Compensation Plan during the term of this Agreement. Payment shall be made in equal amounts each pay period. The City shall take all steps necessary to provide for Letourneau's participation in said Plan.

5. Section 7.7 of the Agreement is amended to read as follows:

7.7 Letourneau may cash out accrued vacation time annually in accordance with the IRS regulations; provided, however, that Letourneau shall have taken at least an equal number of hours paid vacation leave within the year.

6. Except as revised by this Third Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to the Agreement as of the date first herein written above.

CITY OF LAGUNA NIGUEL

By: Kelly Jennings
Kelly Jennings
Mayor

ATTEST:

Marissa J. Asistin
Marissa J. Asistin
City Clerk

APPROVED AS TO FORM BY THE
CITY ATTORNEY FOR THE
CITY OF LAGUNA NIGUEL

Scott C. Smith
Scott C. Smith
City Attorney

By: Tamara S. Letourneau
Tamara S. Letourneau
City Manager