

**FOURTH AMENDED EMPLOYMENT AGREEMENT BETWEEN
KENNETH IRWIN AND THE CITY OF PATTERSON FOR
EMPLOYMENT OF CITY MANAGER**

This Fourth Amended Employment Agreement (“Fourth Amendment”) is made and entered into on this ___ day of _____, 2018 (“Effective Date”), by and between the City of Patterson (“Employer”), a California municipal corporation, and Kenneth Irwin, an individual (“Employee”). Employer and Employee may be referred to hereinafter as a “Party” or collectively as the “Parties.” There are no other parties to this Fourth Amendment.

RECITALS

A. The Parties entered into an Agreement for employment of City Manager on October 16, 2014 (“Agreement”), which provides the terms and conditions of Employee’s employment.

B. Employee commenced work as City Manager on October 16, 2014.

C. The Parties amended the Agreement on March 30, 2016 (“First Amendment”), which provides changes to the Agreement.

D. The Parties amended the Agreement on December 20, 2016 (“Second Amendment”), which provides changes to the Agreement and the First Amendment.

E. The Parties amended the Agreement on February 6, 2018 (“Third Amendment”), which provides changes to the Agreement, the First Amendment, and the Second Amendment.

F. The Parties now desire to further amend the terms and conditions of the Agreement, the First Amendment, the Second Amendment, and the Third Amendment.

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

AGREEMENT

Section 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference and made a part of this Fourth Amendment. In the event of any inconsistencies between the recitals and section 1 through 11 of this Fourth Amendment, sections 1 through 11 will prevail.

Section 2. Effect of Original Agreement. Except as otherwise provided herein, all provisions, defined terms, and obligations in the original Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, remain in full force and effect. The Parties agree that they continue to be bound by all terms of the Agreement, the First

Amendment, the Second Amendment, the Third Amendment, except as modified by this Fourth Amendment. All capitalized terms used in this Fourth Amendment, which are not otherwise defined in this Fourth Amendment, shall have the meanings given to such terms in the Agreement.

Section 3. Definition of Agreement. The Agreement, the First Amendment, the Second Amendment, and the Third Amendment, together with this Fourth Amendment, collectively make and are defined together to collectively be the “Agreement”.

Section 4. Amendments. The Agreement is amended as follows:

1. Section 4(A) of the Agreement, “Compensation,” is amended to read as follows:

A. Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred Eighty-Seven Thousand One Hundred and Ten Dollars (\$187,110.00) per year (“Base Salary”), payable in installments at the same time that other management employees of the Employer are paid.

2. Section 7 of the Agreement, “Monthly Vehicle Allowance” is amended to read as follows:

During the Term of this Agreement, Employer agrees to pay Employee the sum of Five Hundred Dollars (\$500.00) per month as a vehicle allowance (“Vehicle Allowance”). The Vehicle Allowance, in addition to the Base Salary, may be increased. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase or lease and operation, maintenance, repair, and regular replacement of said vehicle.

3. Section 8(B) of the Agreement, “Retirement” is amended to read as follows:

B. In addition to the Employer’s payment to CalPERS referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation (“ICMA-RC”) for Employee’s continued participation in ICMA-RC’s deferred compensation program, and in addition to the Base Salary paid by the Employer to Employee, Employer agrees to match any amount contributed by Employee to his ICMA-RC deferred compensation account up to a maximum of eight percent (8%). The Parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee’s retirement benefit.

Section 5. Integrated Agreement. The Agreement contains all of the agreements of the Parties and all previous understandings, negotiations, and agreements are integrated into the Agreement.

Section 6. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Fourth Amendment are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Fourth Amendment, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

Section 7. Counterparts. This Fourth Amendment may be executed simultaneously and, in several counterparts,, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

Section 8. Authority. All Parties to this Fourth Amendment warrant and represent that they have the power and authority to enter into this Fourth Amendment and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Fourth Amendment have been fully complied with.

Section 9. Document Preparation. This Fourth Amendment will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

Section 10. Advice of Legal Counsel. Each Party acknowledges that it has reviewed this Fourth Amendment with its own legal counsel and based upon the advice of that counsel, freely entered into this Fourth Amendment.

Section 11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Fourth Amendment, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action, or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Third Amendment has been entered into by and between Employer and Employee as of the Effective Date.

EMPLOYEE

Kenneth Irwin, an individual

Kenneth Irwin

Date Signed: _____

EMPLOYER

City of Patterson, a California
municipal corporation

By: _____
Deborah M. Novelli, Mayor

Date Signed: _____

Attest:

By: _____
Maricela L. Vela, City Clerk

Date Signed: _____

Approved as to Form:

By: _____
Thomas Hallinan, City Attorney

Dated: _____