

AMENDMENT NO. 1
TO THE CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF SAN JUAN CAPISTRANO
AND
BENJAMIN SIEGEL

1. Parties and Date.

This Amendment No. 1 to the City Manager Employment Agreement is made and entered into as of this 2nd day of March, 2020, by and between the City of San Juan Capistrano, a municipal organization organized under the laws of the State of California with its principal place of business at 32400 Paseo Adelanto, San Juan Capistrano, California 92675 (“City”) and Benjamin Siegel, an individual (Employee). City and Employee are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Employee. The City and Employee entered into an agreement entitled “City Manager Employment Agreement,” effective February 8, 2016 (“Agreement”) for the purpose of retaining the services of Employee as City Manager.

2.2 This Agreement provided for automatic renewal of the three-year term on each anniversary of the Effective date. The Agreement also contained a provision for an annual performance evaluation. In accordance with this provision an evaluation was conducted by the City Council and the terms and conditions of employment were negotiated.

2.3 Amendment Purpose. The purpose of this Amendment is to formalize the following amendments to the Agreement, which were effective July 1, 2019.

3. Section 4: Health, Disability, Life Insurance, and Other Benefits.

4 (D) City shall contribute the annual IRS maximum in installments (1/26 each pay-period) to a City-sponsored 457 Deferred Compensation account for Employee.

4. Section 5: Vacation, Sick, Administrative, Bereavement and Holidays.

5 (A) Employee shall accrue the same amount of Vacation Leave as Executive employees and be subject to all other provisions related to Vacation Leave as Executive employees.

5. Section 6: Automobile and Cell Phone. Employee shall be provided with a City vehicle or an automobile allowance of \$500 per month. Employee shall be provided with a City-issued cell phone and City-issued laptop computer and such other technology as required to perform Employee's duties.

6. Section 7: Retirement. City agrees to enroll Employee into the Orange County Employees Retirement System ("OCERS"), in accordance with OCERS's contract with City, and to make all the appropriate contributions on Employee's behalf, for both City's and Employee's share, except that, in furtherance of City's desire to have all employees pay the "employee share" of retirement contributions, Employee agrees to pay Employee's "employee share" at the amount determined by OCERS and based on Employee's "Entry Age" into OCERS. Based on the original agreement, the Employee contributed an "employee share" percentage that was greater than what was required by OCERS for the Employee's "Entry Age." These excess funds were set aside by the City and shall now be used to cover the cost of the "employee share" until such funds are depleted, at which time the required "employee share" deductions will resume from the Employee's bi-weekly paycheck.

7. Severability. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on Next Page]

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO THE
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CITY OF SAN JUAN CAPISTRANO

Approved By:

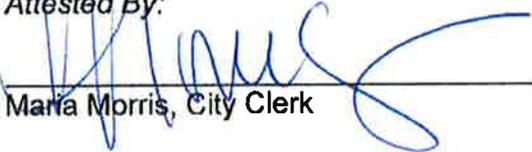


Troy Bourne, Mayor

3 Mar 2020

Date

Attested By:



Maria Morris, City Clerk

Approved As To Form:



Jeffrey Ballinger, City Attorney

EMPLOYEE



Benjamin Siegel

3-4-20

Date