

## **8th ADDENDUM TO CITY MANAGER EMPLOYMENT AGREEMENT**

This Addendum to City Manager Employment Agreement (“Addendum”) is entered into this 13th day of July, 2021, by and between the City of San Marcos, a charter city (“City”), and Jack Griffin, an individual (“Griffin”), with respect to that certain City Manager Employment Agreement dated the 24<sup>th</sup> of April, 2012 (“Agreement”), as Amended. City and Griffin may hereafter be referred to individually as “Party” and collectively as the “Parties.”

NOW, THEREFORE, the Parties agree as follows:

1. The terms and definitions used herein are those set forth in the Agreement.
2. The Parties hereby agree to a one (1) year extension of the initial contract term as set forth in Section 2 of the Agreement, as Amended. In conjunction with prior approved Addenda to the Agreement numbered 1 through 6 (“Prior Addenda”), this Addendum operates to extend the initial term of the Agreement to ten (12) years. The initial term will now expire June 3, 2025. The potential one (1) year extension of the initial term remains in effect and would, if triggered, further extend the term through June 3, 2026 pursuant to Section 3.3 of the Agreement, provided the Agreement as further amended by this Addendum is not terminated by either Party under Section 6 of the Agreement.
3. The Parties hereby agree in accordance with Section 3.3.1 of the Agreement, as Amended, that Griffin will receive a 4.985% merit increase which will increase Griffin’s salary to the top of the position’s salary range as approved by the City Council on June 8, 2021. This increase will be effective as of June 26, 2021 (first pay period of Fiscal Year 2021 – 22).
4. The Parties hereby agree in accordance with Section 3.3.1 of the Agreement, as Amended, and in recognition of Griffin’s willingness to forego the previously agreed upon contributions to Griffin’s deferred compensation account (457 Plan) in 2020 as a result of the anticipated negative fiscal impacts of the COVID-19 pandemic, the City will contribute up to the maximum allowed contribution in calendar year 2021 per IRS regulations and that any residual 2020 losses will be added to the City’s contribution to Griffin’s 457 Plan in calendar year 2022.
5. This Addendum, the Prior Addenda, and the Agreement contain the entire agreement between the Parties with respect to the subject matter hereof, and they supersede all prior or contemporaneous agreements in connection with the subject matter. No amendment or modification of this Addendum or the Agreement shall be binding unless executed in writing by the Parties hereto. Except as expressly modified herein and by the Prior Addenda, the terms and provisions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be entered into as of the date first set forth above.

CITY:

THE CITY OF SAN MARCOS, a  
chartered municipal corporation

By: \_\_\_\_\_  
Rebecca D. Jones, Mayor

GRIFFIN:

JACK GRIFFIN, an individual

By: \_\_\_\_\_  
Jack Griffin

Attest:

\_\_\_\_\_  
Phillip Scollick, City Clerk

Approved as to Form:

\_\_\_\_\_  
Helen Holmes Peak, City Attorney