

**FOURTH AMENDMENT**  
**TO**  
**CITY MANAGER EMPLOYMENT AGREEMENT**

This Fourth Amendment to the CITY MANAGER EMPLOYMENT AGREEMENT ("Employment Agreement") is made and entered into this 6<sup>th</sup> day of October 2020, by and between the City of Beaumont ("City") and City Manager Todd Parton (Employee").

WHEREAS, the parties entered into the Employment Agreement on October 31, 2016; and

WHEREAS, the parties entered into a First Amendment to the Employment Agreement on November 7, 2017; and

WHEREAS, the parties entered into a Second Amendment to the Employment Agreement on January 15, 2019; and

WHEREAS, the parties entered into a Third Amendment to the Employment Agreement on November 5, 2019; and

WHEREAS, the Employment Agreement provides that the Employee will be evaluated annually; and

WHEREAS, the parties wish to amend the terms of the Employment Agreement and First, Second and Third Amendments to extend the Employment Agreement term by three years and to provide for an increased at will severance.

NOW, THEREFORE, it is mutually agreed as follows:

A. The above recitals are incorporated herein by this reference.

B. Section 1.2 of the Employment Agreement shall be amended to read as follows:

1.2 Effective Date of Agreement/Term. The term of EMPLOYEE's employment shall commence on October 31, 2016 (the "Effective Date") and shall continue for a term of ten years thereafter with a termination date of 5:00 p.m. on October 30, 2026, unless terminated sooner as provided for herein. Nothing in this Agreement shall prevent, impair, limit or otherwise interfere with the right of the COUNCIL to terminate the services of EMPLOYEE at any time for cause or without cause as further set forth in Section 6 below.

C. Section 6.1 of the Employment Agreement shall be amended to read as follows:

6.1 Termination by CITY for Convenience and Without Cause.

(a) EMPLOYEE is appointed and serves at the pleasure of the COUNCIL

as an at-will employee. COUNCIL may terminate EMPLOYEE at any time for convenience and without cause. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the COUNCIL and CITY to terminate this Agreement and the employment of EMPLOYEE, with or without cause or for convenience. CITY shall pay EMPLOYEE for all services through the effective date of the termination, and EMPLOYEE shall have no right to additional compensation or payment, except as provided below in this section.

(b) In the event EMPLOYEE is terminated by the COUNCIL without cause at or during such time that EMPLOYEE is willing and able to perform his duties under this Agreement, then in that event, CITY agrees to pay EMPLOYEE a severance equal to the lesser of the base salary due EMPLOYEE under the remaining term of this Agreement or twelve (12) months base salary (whichever is less), provided EMPLOYEE has executed a full and final release of any and all actual or potential claims (including Civil Code Section 1542 release) that EMPLOYEE has or could have against the CITY, its officials, employees and agents. Notwithstanding anything herein to the contrary, the maximum severance that EMPLOYEE may receive under this Agreement shall not exceed the limitations provided in Government Code Sections 53260-53264, or other applicable law.

Other than as amended above, all other terms of the Employment Agreement and amendments thereto shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to City Manager Employment Agreement as of the day and year first written above.

**“CITY”**  
CITY OF BEAUMONT

By: \_\_\_\_\_  
Rey Santos, Mayor

**“EMPLOYEE”**  
TODD PARTON

By: \_\_\_\_\_  
Todd Parton, City Manager

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John O. Pinkney, City Attorney