

**THIRD AMENDMENT
TO
EMPLOYMENT AGREEMENT**

This Third Amendment to Employment Agreement (“Third Amendment”) is made and entered into this 5th day of September, 2023, by and between the City of Maricopa, an Arizona municipal corporation, (hereinafter called either the “City” or “Employer”) and Ricky Horst, (hereinafter called the “Manager” or “Employee”).

RECITALS

WHEREAS, on April 24, 2018 the Maricopa City Council approved an Employment Agreement with Employee to serve as the City Manager (“Agreement”); and

WHEREAS, on August 6, 2019, the Maricopa City Council approved a First Amendment to the Agreement (“First Amendment”); and

WHEREAS, on June 7, 2022, the Maricopa City Council approved a Second Amendment to the Agreement (“Second Amendment”); and

WHEREAS, the parties now desire to amend the Agreement, First Amendment and Second Amendment in accordance with the terms set forth herein.

NOW, THEREFORE, the City and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

1. Section 1, Term, shall be amended to reflect that the term of this Third Amendment shall be from July 1, 2024 to December 31, 2025 with no renewals, unless otherwise agreed to by the City and Employee.
2. Section 2, Duties, shall be amended to reflect that effective July 1, 2024, Employee will serve as a Chief Strategy Officer with the roles and responsibilities set forth in the job description attached hereto as Exhibit A and incorporated herein by reference. Employee shall work a minimum of thirty hours per week and will serve at the pleasure of the City Manager.
3. Section 3, Compensation, shall be amended to reflect that effective July 1, 2024, Employer agrees to pay Employee an annual base salary of One Hundred Seventy Four Thousand Five Hundred and 00/100 Dollars (\$174,500.00). The Employer agrees to pay the Employee in equal installments on a bi-weekly basis during the term of this Third Amendment.
4. Section 5, Vacation and Sick Leave, shall be amended, effective July 1, 2024, to allow Employee to accrue One Hundred Forty Four (144) hours of vacation annually, exclusive of holidays recognized by the Employer, which the Employee shall also be entitled to. Employee shall be allowed to carry forward a maximum of Two Hundred Eighty (280) hours of vacation each calendar year. During the term of this Third Amendment, Employee will also be allowed thirty (30) hours of executive leave.

5. Section 6, Automobile and Cell Phone Allowance, shall be amended to reflect that Employee shall receive \$250.00 per month to reimburse Employee for the business use of his vehicle during the term of this Third Amendment. In lieu of a monthly reimbursement for use of his cell phone, Employee will receive a City issued phone and computer.

6. Section 8, Termination, shall be amended to reflect that effective July 1, 2024, termination shall occur when one of the following occurs:

- a. The Manager, with or without cause and in his sole and absolute discretion, may terminate this Agreement and employment of Employee;
- b. Retirement, resignation, disability or death of the Employee;
- c. Mutual agreement of the Manager and Employee in writing signed by the Employee and the City;
- d. Breach of contract declared by either party after providing the other party with a thirty (30) day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 19 of the Agreement; or
- e. In the event that Employer at any time during the term of this Agreement reduces the salary, compensation or other financial benefits to Employee in a greater percentage than an applicable across-the-board reduction of all Employees, unless such reduction is done with the specific consent of Employee.

7. Section 9, Severance, shall be amended to reflect that effective July 1, 2024, the amount of severance to be provided, if any, and the amount of the Employer's portion of the cost to continue the listed benefits shall be based on the remainder of the months remaining in the term of this Third Amendment.

8. Section 11, Performance Evaluation, shall be deleted in its entirety effective July 1, 2024.

9. Section 15, Dues, Subscriptions and Professional Development, shall be deleted in its entirety effective July 1, 2024.

10. All other terms and conditions of the Agreement, First Amendment and Second Amendment are to continue in full force and effect as if fully set forth herein.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be signed by their duly authorized representatives as of the day and year first above written.

CITY OF MARICOPA, an Arizona
municipal corporation

Ricky Horst

By _____
Nancy Smith, Mayor

By _____
Ricky Horst

ATTEST:

Vanessa Bueras, MMC
City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons, City Attorney

EXHIBIT A
Job Description