

**THIRD AMENDMENT TO THE TOWN OF YUCCA VALLEY  
EMPLOYMENT AGREEMENT FOR THE POSITION OF  
TOWN MANAGER**

This Third Amendment To The Town Of Yucca Valley Employment Agreement For The Position Of Town Manager (“**Third Amendment**”) is entered into as of June 15, 2021, by and between the Town of Yucca Valley, a municipal corporation (“**Town**”), and Curtis Yakimow, and individual (“Employee”).

**RECITALS**

WHEREAS, on July 15, 2014, the Town and Employee entered into the Town of Yucca Valley Employment Agreement For The Position Of Town Manager (“Employment Agreement”); and

WHEREAS, on November 15, 2016, the Town and Employee entered into the First Amendment To The Town of Yucca Valley Employment Agreement For The Position Of Town Manager (“First Amendment”); and

WHEREAS, on October 15, 2019, the Town and Employee entered into the Second Amendment To The Town of Yucca Valley Employment Agreement For The Position Of Town Manager (“Second Amendment”)

WHEREAS, the Employment Agreement, First Amendment, and Second Amendment shall herein after be collectively referred to as the Agreement; and

WHEREAS, the Town Council recently conducted an annual performance evaluation of Employee and provided Employee with an “Excellent” performance evaluation for the past year; and

WHEREAS, the Town Council wishes to continue to retain Employee to serve in the position of Town Manager and make certain amendments to the Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The Parties agree that the above recitals are true and correct.
2. Base Compensation. Section 2.1 of the Agreement is hereby amended and restated, in its entirety, to read as follows:

“2.1 Base Compensation. For the services rendered pursuant to this Agreement, Employee shall receive base compensation of Two Hundred Fifteen Thousand Dollars and Zero Cents (\$215,000.00) annually (“Salary”), which shall be paid on a pro-rated basis bi-weekly at

the same time as other employees of Town are paid, effective with the pay period beginning on June 5, 2021, inclusive of the cost-of-living adjustment approved for FY 2021-22 . Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

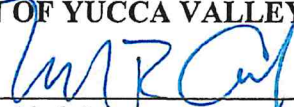
3. Governing Law. This Third Amendment shall be construed and enforced in accordance with and governed by the laws of the State of California.

4. Counterparts. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Agreement to Remain in Effect. Except as expressly amended by this Third Amendment, the underlying terms and conditions of the Agreement shall remain in effect. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first referenced above.


Date: 06/19/2021

TOWN OF YUCCA VALLEY


  
Merl R. Abel, Mayor

Date: 06/16/2021


EMPLOYEE

  
Curtis Yakimow, Town Manager

APPROVED AS TO FORM:

  
Thomas D. Jex, Town Attorney

ATTEST:

  
Lesley Copeland, Town Clerk