## AMENDMENT NO. 3 TO CITY MANAGER EMPLOYMENT AGREEMENT No. 21-XX WITH JOSHUA NELSON

This Third Amendment to the City Manager Employment Agreement No. 21-XX (the "Agreement"), is made and effective this 26<sup>h</sup> day of September 2024 by and between the City of Industry, State of California, a municipal corporation, and charter city (hereinafter, the "City") and Joshua Nelson, an individual, (hereinafter, "Nelson"). City and Nelson are hereinafter collectively referred to as the "Parties."

## RECITALS

WHEREAS, the City Council appointed Mr. Nelson as City Manager effective on August 2, 2021; and

WHEREAS, based on Mr. Nelson's performance, the City Council desires to amend the Agreement as set forth below.

## **AMENDMENT**

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement shall remain in full force and effect except as otherwise hereinafter provided:

Section III., Compensation Subsection A, is hereby revised to read in its entirety as follows:

A. Effective as of July 1, 2024, the City agrees to pay Nelson for his services rendered hereunder at an annual rate of Three Hundred Eighteen Thousand Four Hundred Twenty-Seven and 20/100 Dollars (\$318,427.20), which sum shall be considered the base salary and shall be payable in installments at the same times as the City's other employees are paid, and subject to customary withholdings.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their signatures as of the date and year first above written.

JOSHUA NELSON

Joshua Nelson, an individual

CITY OF INDUSTRY

Cory C. Moss, Mayor

ATTEST:

Julie Gutierrez-Robles, City Clerk

APPROVED AS TO FORM

James M. Casso, City Attorney