

**THIRD AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This Third Amendment to City Manager Employment Agreement (“Third Amendment”) is made and entered into as of the Effective Date by and between the City of Lake Dallas, a Texas, home rule municipality (the “City”), and John Cabrales Jr. (the “Manager”), (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain City Manager Employment Agreement effective December 14, 2017 (“the Original Agreement”), which agreement has been amended by that certain *First Amendment to City Manager Employment Agreement* effective September 26, 2019 (“the First Amendment”) and that certain *Second Amendment to City Manager Employment Agreement* effective October 30, 2019 (“the Second Amendment”)(the Original Agreement, First Amendment, and Second Amendment collectively referred to herein as “the Agreement”); and

WHEREAS, Section 5.1 of the Agreement presently provides for the City Council to conduct Manager’s annual review in 2020 and later years between October 1 and December 1 of each calendar year unless otherwise agreed by the Parties; and

WHEREAS, the Parties desire to agree to completing Manager’s annual evaluation on a date later than provided in Section 5.1 of the Agreement and to provide for a later notice date with respect to termination at the end of the Initial Term of the Agreement in order to allow the Council the opportunity to provide the Manager’s evaluation before the current notice deadline.

NOW, THEREFORE, for and in consideration of the agreements stated herein and other good and valuable consideration, the Parties agree as follows:


1. Section 6.5(a) of the Agreement is amended to read as follows:
 - (a) The City Council shall deliver written notice to the Manager that it has voted to not extend this Agreement (i) not later than November 1, 2020, if the Agreement will terminate upon the end of the Initial Term of this Agreement, and (ii) not later than October 1st of each year after 2020 if the Agreement will terminate upon the end of an Extended Term.
2. The Parties agree that Manager’s annual evaluation for the 2020 shall be completed before November 1, 2020, unless otherwise agreed by the Parties.
3. Except as amended by this Third Amendment, the Agreement remains in full force and effect.
4. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Third Amendment, it shall not be necessary to produce or account for more

than one such counterpart. The Parties agree that a facsimile copy or electronic copy (including PDF copy) of the signature of the person executing this Third Amendment on behalf of a Party shall be effective as an original signature and shall cause the facsimile copy or electronic copy (including PDF copy) of this Third Amendment to be legally binding and effective as an execution counterpart hereof.


5. This Third Amendment shall be deemed effective on the date set forth above.

SIGNED AND AGREED this 29th day of September 2020.


CITY OF LAKE DALLAS

By: 
Michael Barnhart, Mayor

ATTEST

By: 
Codi Delcambre, City Secretary

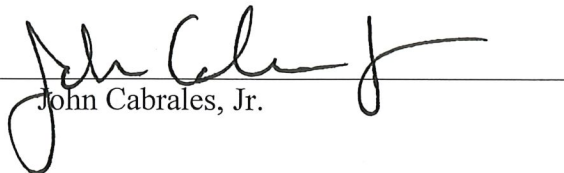
APPROVED AS TO FORM

By: 
Kevin B. Laughlin, City Attorney



SIGNED AND AGREED this 25th day of September 2020.

MANAGER

By: 
John Cabrales, Jr.