



## SECOND AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

This Second Amendment to Management Services Agreement ("Second Amendment") is made and entered into as of the 22<sup>nd</sup> day of May 2019, by and between the City of Santee, a municipal corporation ("City") and Annette F. Ortiz ("Employee").

### RECITALS

1. On or about March 28, 2018, City and Employee entered into a Management Services Agreement whereby the City employed Employee as its City Clerk.
2. On or about November 14, 2018, following the Employee's performance evaluation, the City and Employee amended the Management Services Agreement to increase Ms. Ortiz's annual base salary to \$98,090.86, effective November 15, 2018 ("First Amendment").
3. The City Council held Employee's performance evaluation on May 8, 2019 and in accordance with the terms of her Management Services Agreement, considered her salary.
4. City desires to continue to employ the services of Employee as its City Clerk.
5. It is the desire of the City Council to provide inducement for employee to remain in such employment.

**NOW, THEREFORE, IN CONSIDERATION OF PERFORMANCE BY THE PARTIES OF THE COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AGREE TO AMEND THE MANAGEMENT SERVICES AGREEMENT AS FOLLOWS:**

6. The Parties hereby amend Paragraph 3 of the Management Services Agreement as follows:

#### **Paragraph 3. Salary and Benefits**

City agrees to increase Employee's annual base salary to \$107,900 effective May 30, 2019.

7. Except as amended in this Second Amendment, the terms and conditions of the Management Services Agreement remain the same.

**IN WITNESS WHEREOF**, City and Employee have signed and executed this Second Amendment as of the 22<sup>nd</sup> day of May 2019.

**CITY OF SANTEE**

By:   
John W. Minto, Mayor

**EMPLOYEE**

By:   
Annette F. Ortiz, MBA, CMC, City Clerk

**APPROVED AS TO FORM:**

By:   
Shawn Hagerty, City Attorney