

John W. Minto

Ronn Hall Stephen Houlahan Brian W. Jones Rob McNelis

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement ("First Amendment") is made and entered into as of the 7th day of September 2017, by and between the City of Santee, a municipal corporation ("City") and Marlene D. Best ("Employee").

RECITALS

- 1. On or about February 18, 2016, City and Employee entered into an Employment Agreement whereby the City employed Employee as its City Manager.
- 2. The City Council held Employee's performance evaluation on August 23, 2017 and in accordance with the terms of her Employment Agreement, considered her salary and benefits.
- 3. City desires to continue to employ the services of Employee as its City Manager.
- 4. 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 EMPLOYMENT AGREEMENT AS FOLLOWS:

5. The Parties hereby amend Paragraphs 3 and 5 of the Employment Agreement as follows:

Paragraph 3. Salary and Benefits

City agrees to increase Employee's annual base salary of \$201,566.25 to \$209,629.00 effective September 7, 2017.

Paragraph 5. Car Allowance

City agrees to increase Employee's car allowance from \$500 to \$584 per month, effective September 7, 2017.

6. Except as amended in this First Amendment, the terms and conditions of the Employment Agreement remain the same.

IN WITNESS WHEREOF, City and Employee have signed and executed this Second Amendment as of the $\frac{11\,\text{th}}{11}$ day of September 2017.

CITY OF SANTEE

By:

John W. Minto, Mayor

EMPLOYEE

By:

Marlene D. Best, City Manager

APPROVED AS TO FORM:

By:

Shawn Hagerty, City Attorney

HEDRIVELL
SEP 13 298
HE Bisk Management