

FIRST AMENDMENT
CITY MANAGER'S EMPLOYMENT AGREEMENT

The City of Lemoore (CITY) and Jeff Britz (CITY MANAGER or MANAGER) enter this Amendment to Agreement effective as of August 1, 2007.

WHEREAS, CITY and CITY MANAGER have an existing EMPLOYMENT AGREEMENT with an effective date of August 1, 2006. That EMPLOYMENT AGREEMENT is attached hereto as Exhibit "A" and incorporated by reference as if fully set forth.

WHEREAS, the City Council has conducted a performance evaluation of CITY MANAGER and wishes to increase CITY MANAGER's salary and deferred compensation benefits.

WHEREAS, the parties desire to clarify an ambiguity in the EMPLOYMENT AGREEMENT relating to severance pay. The parties wish to clarify that the initial date of employment shall be used to determine severance pay.

NOW, THEREFORE, the CITY and CITY MANAGER agree as follows:

1. SECTION 3 of EMPLOYMENT AGREEMENT shall be amended to read as follows:

SECTION 3. SALARY:

MANAGER's salary shall be \$10,414 per month. The Council agrees to adjust said salary and/or other benefits of the MANAGER in such amounts and to such extent as the Council may deem is desirable on the basis of a salary review made annually. CITY shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of the MANAGER, except to the degree that such a reduction is made across-the-board for all executive management employees of the CITY, without such action being deemed a termination at MANAGER's option.

2. SECTION 4 of EMPLOYMENT AGREEMENT shall be amended to read as follows:

SECTION 4. PENSION AND RETIREMENT:

CITY agrees to enroll MANAGER as a member of the Public Employees Retirement System (P.E.R.S.). In addition to the other management benefits received by the MANAGER, the CITY agrees to make an additional one percent (1%) contribution on

MANAGER's behalf as deferred compensation into the ICMA section 457 Plan of the CITY, to a total of five percent (5%).

3. SECTION 9 of EMPLOYMENT AGREEMENT shall be amended to read as follows:

SECTION 9. SEVERANCE BENEFITS:

Other than for misconduct in office or following MANAGER's conviction of any criminal act (excluding traffic citations under the Vehicle Code), in the event employee involuntarily resigns or is terminated by the City Council, he shall be entitled to (A) severance pay in the amount equal to six (6) months of salary and all benefits and (B) forgiveness of any lien and debt then existing arising from MANAGER's use of a home buyers assistance loan. Said severance shall be paid in full to employee by CITY within fifteen working days after the effective date of employee's termination. The severance pay described herein shall be increased by one month following each year of employment as MANAGER since his initial appointment on July 19, 2004, to a maximum of 12 months.

IN WITNESS THEREOF, the City of Lemoore has caused this First Amendment to the existing EMPLOYMENT AGREEMENT to be signed in its behalf by the Mayor and duly attested by the City Clerk, and MANAGER has signed and executed this First Amendment.

CITY OF LEMOORE

Dated: _____

Mayor

Dated: _____

Jeff Britz, City Manager

ATTEST:

City Clerk