

**SECOND AMENDMENT
CITY MANAGER'S EMPLOYMENT AGREEMENT**

The City of Lemoore (CITY) and Jeff Briltz (CITY MANAGER or MANAGER) enter into this Second Amendment to Agreement effective August 1, 2008.

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. The CITY and CITY MANAGER have also executed a FIRST AMENDMENT with an effective date of August 1, 2007, attached herewith as Exhibit "B".

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

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 \$10,838 per month. The Council agrees to adjust said salary and/or 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. In all other respects, the EMPLOYMENT AGREEMENT, as amended by the FIRST AMENDMENT, shall remain in full force and effect.

IN WITNESS THEREOF, the City of Lemoore has caused this Second 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 Second Amendment.

CITY OF LEMOORE

Dated: August _____, 2008

Mayor

Dated: August _____, 2008

Jeff Briltz, City Manager

ATTEST:

City Clerk