

**FIRST AMENDMENT
TO
EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (“First Amendment”) is made and entered into this 20th day of February, 2024, by and between the City of Maricopa, an Arizona municipal corporation, (hereinafter called either the “City” or “Employer”) and Benjamin Bitter, (hereinafter called the “Manager” or “Employee”).

RECITALS

WHEREAS, on December 12, 2023 the Maricopa City Council approved an Employment Agreement with Employee to serve as the City Manager (“Agreement”); and

WHEREAS, the parties now desire to amend the Agreement in accordance with the terms set forth herein.

NOW, THEREFORE, the City and the Manager, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

1. Section 1, Term, shall be amended to reflect that the term of this First Amendment shall be from April 1, 2024 (“Commencement Date”) to March 31, 2027.
2. Section 3, Compensation, shall be amended to reflect that effective July 1, 2025, and each subsequent year and at any other time deemed appropriate by the City Council, Employee shall receive an increase equal to that which is approved by the City Council for all other full-time Executive Managers, as identified in the City Salary Plan, of the Employer as the budgeted merit increase during the City’s annual budget process.
3. Section 4, Health, Disability and Life Insurance Benefits, shall be amended to reflect that the Employer shall pay the amount due for life insurance in the same manner as provided to all other full-time employees of the Employer.
4. Section 14, Moving and Relocation Expenses, shall be amended to reflect that Employee agrees to establish a residence within the corporate boundaries of the City of Maricopa within twelve (12) months of Commencement Date, and thereafter maintain a residence within the corporate boundaries of the City of Maricopa.
5. All other terms and conditions of the Agreement are to continue in full force and effect as if fully set forth herein.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed by their duly authorized representatives as of the day and year first above written.

CITY OF MARICOPA, an Arizona
municipal corporation

Benjamin Bitter

By _____
Nancy Smith, Mayor

By _____
Benjamin Bitter

ATTEST:

Vanessa Bueras, MMC
City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons, City Attorney