

**FIRST AMENDMENT
TO
EMPLOYMENT AGREEMENT**

This First Amendment to Employment Agreement (“First Amendment”) is made and entered into this 6th day of August, 2019, by and between the City of Maricopa, an Arizona municipal corporation, (hereinafter called either the “City” or “Employer”) and Ricky Horst, (hereinafter called the “Manager” or “Employee”).

RECITALS

WHEREAS, on April 24, 2018 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 3, Compensation, shall be amended to reflect that the Employer agrees to increase Employee’s salary 5% during the second year of the Agreement. The Employer agrees to pay the Employee in equal installments on a bi-weekly basis during the term of the Agreement. After Fiscal Year 2019-2020, during the term of the Agreement, Employee shall receive an increase equal to that which is approved by the City Council for all other full-time employees of the Employer as the budgeted merit increase during the City’s annual budget process.

2. Section 5, Vacation and Sick Leave, shall be amended to include twenty (20) hours of paid executive leave for the second year of the Agreement, which shall be immediately available for use by Employee. The amount of executive leave shall increase by ten (10) hours each year of the Agreement until it reaches forty (40) hours. In no event shall the amount of executive leave exceed forty (40) hours for any year during the term of the Agreement. Any executive time remaining at the end of each year will not roll over to any subsequent year and shall be lost. In the event of termination, either voluntarily or involuntarily, the Employee shall not be compensated for any unused executive leave time as of the date of termination.

3. Section 11, Performance Evaluation, shall be amended to reflect that rather than Employer reviewing Employee’s job performance at a specific time during the term of the Agreement, Employee’s job performance shall be evaluated both formally and

informally throughout the year. If any Council Member has an issue with Employee's job performance during the term of the Agreement, the Council Member will first bring their concerns to Employee. If not satisfactorily resolved with Employee directly, the Council Member may convene a meeting of the City Council to discuss concerns regarding Employee's job performance. The City Council may convene performance evaluations meetings as needed at any time during the term of the Agreement.

4. All other terms and conditions of the Agreement are to continue in full force and effect as if fully set forth herein.

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

Ricky Horst

By _____
Mayor

By _____
Ricky Horst

ATTEST:

Vanessa Bueras, City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons, City Attorney