

CITY OF FLAGSTAFF AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment ("Amendment") is entered into between the City of Flagstaff ("City") and Greg Clifton (hereinafter referred to as "Employee"), parties to the Employment Agreement effective August 26, 2019 (the "Agreement").

The Agreement is amended as follows:

3. **Base Salary.** As compensation for the services to be performed during the Employment Period by the Employee hereunder, the City will pay the Employee an annual base salary of not less than Two Hundred Five Thousand and 00/100 dollars (\$205,000). The City may review Employee's base salary at any time, and may, in its discretion, change such base salary as City deems appropriate; provided, however, that Employee's base salary under this agreement shall not be less than Two Hundred Five Thousand and 00/100 dollars (\$205,000). The Employee will also receive increases in pay as provided to other management employees, such that any increases based upon a percentage of pay and applied equally to all employees (e.g. cost of living increases) shall occur automatically without the need for further action by the City Council, and any merit-based increases shall be determined by the City Council at the time such increases are established for other employees. In addition, the City shall grant Employee a one-time performance bonus of Five Thousand and 00/100 Dollars (\$5,000.00) upon ratification of this Amendment by the Council.

5(e). **Employee Benefits.** During the Employment Period, Employee and the Employee's dependents are eligible and may participate in Employee benefit programs in accordance with the programs made available to employees by the City. Such benefits may include (without limitation) medical, dental, vision, employee assistance programs, accidental death and dismemberment, individual and group life insurance, and other such benefits (sometimes referred to hereinafter as "welfare benefits") as determined by the City Council. The City may amend its welfare benefits program at any time without limitation in accordance with applicable State and Federal law. Employee shall also be entitled to participate in the Arizona State Retirement System. In addition, Employee shall be granted an additional 60 hours of vacation time annually. The initial grant shall be deposited into Employee's vacation bank upon ratification of the Amendment by the Council, and Employee shall receive an additional 60 hours of vacation annually upon contract renewal.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have duly approved and executed this Amendment.

GREG CLIFTON

CITY OF FLAGSTAFF

By _____ By _____

ATTEST

APPROVED AS TO FORM

By _____ By _____

City Clerk

Outside Counsel