

Second Amendment to Greg Clifton Employment Agreement

This Second Amendment to Greg Clifton's Employment Agreement (the "Second Amendment") is entered into by and between the City of Flagstaff, an Arizona municipal corporation (the "City"), and Greg Clifton (hereinafter referred to as "Employee").

RECITALS

Whereas, the City and Employee entered into an employment agreement on July 2, 2019 (the "Agreement");

Whereas, Clifton desires to retire from his employment as City Manager and has tendered his voluntary resignation to the City Council;

Whereas, the City Council desires to have Clifton continue as City Manager until such time as a new City Manager commences their position; and

Whereas, the City and Clifton enter into this Second Amendment for the purpose of continuing Clifton's employment on the terms set forth in the Agreement, as amended, for the purpose of assisting with the transition to a new City Manager.

NOW, THEREFORE, in consideration of the mutual covenants and promises in the Agreement and this Second Amendment, the City and Clifton agree as follows:

AGREEMENT

1. Effective Date. This Amendment shall be effective upon execution by both parties.

2. Section 6(f) of the Agreement is hereby amended as follows (deletions are shown with a strikethrough and additions are shown in all caps):

(f) "Date of Termination" shall mean (i) if the Employee's employment is terminated by his death, the date of his death, (ii) if the Employee's employment is terminated by the Employer for Cause, the date on which Cause is determined, (iii) if the Employee's employment is terminated by the Employer Without Cause ~~or voluntarily by the Employee~~, forty-five (45) days after the date on which Notice of Termination is given, ~~and~~ (iv) if the Employee's employment is terminated by his disability, the date of the Notice of Termination, AND (V) IF THE EMPLOYEE'S EMPLOYMENT IS TERMINATED VOLUNTARILY BY THE EMPLOYEE, FORTY-FIVE (45) DAYS AFTER THE DATE ON WHICH NOTICE OF TERMINATION IS GIVEN OR ON ANY SUCH DATE MUTUALLY AGREED UPON BY THE CITY COUNCIL AND EMPLOYEE.

(I) IF A DATE OF TERMINATION IS MUTUALLY AGREED UPON BY THE CITY COUNCIL AND EMPLOYEE PURSUANT TO 6(F)(V) ABOVE, THE CITY COUNCIL AND EMPLOYEE MAY MUTUALLY AGREE TO REVISE THAT DATE OF TERMINATION AT ANY TIME. IN ADDITION, AFTER A DATE OF TERMINATION IS MUTUALLY AGREED UPON, EITHER PARTY MAY UNILATERALLY TERMINATE THIS AGREEMENT SOONER BY

GIVING FOURTEEN (14) DAYS' NOTICE TO THE OTHER PARTY. THE INTENT OF PROVIDING THIS FLEXIBILITY FOR BOTH PARTIES IS TO ALLOW THE EMPLOYEE TO NOTICE HIS DESIRE TO VOLUNTARILY TERMINATE EMPLOYMENT AND STILL CONTINUE EMPLOYMENT FOR A PERIOD OF TIME TO ASSIST WITH TRANSITION TO A NEW CITY MANAGER.

3. Term of Employment. The City and Clifton agree that Clifton shall remain employed by the City on the terms and conditions set forth in the Agreement until such time as the employment relationship is terminated in accordance with Section 6(f) of the Agreement, as amended.

4. Relationship to Prior Agreement. All terms of the Agreement that are not hereby amended, either expressly or by necessary implication, shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Second Amendment, the terms of this Second Amendment shall govern.

From and after the effective date of this Second Amendment, all references to the term "Agreement" in this Second Amendment or the original Agreement shall include the terms contained in this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as set forth below.

GREG CLIFTON

CITY OF FLAGSTAFF

By: _____
Becky Daggett, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Stacy Saltzburg, City Clerk

By: _____
Kevin Fincel, Deputy City Attorney