

**FIRST AMENDMENT TO  
CITY CLERK EMPLOYMENT AGREEMENT**

This First Amendment to the City Clerk Employment Agreement (this “Amendment”) is made and entered into this 21<sup>st</sup> day of June, 2023 (“Effective Date”), by and between the City of Litchfield Park, Arizona (“City”) and Terri Roth (“Clerk”). City and Clerk may herein after be referred to individually as a “Party” or collectively as the “Parties.” The City and Clerk are the only parties to this Amendment.

**RECITALS**

WHEREAS, City and the Clerk desire to amend the terms of the Clerk’s employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. **Ratification.** This Amendment modifies the City Clerk Employment Agreement dated June 15, 2022 (the “Agreement”). The Parties hereby agree that, except as specifically modified by this amendment, all terms and conditions of the Agreement are ratified, confirmed, and approved, and shall remain in full force and effect. In the event of a conflict between any term or provision of the Agreement and this Amendment, this Amendment shall control.

2. **Amendment:** Section 4 of the Agreement (Base Compensation), is amended to read as follows:

**Base Compensation:** The Base Compensation paid to Clerk shall be the sum of \$ \_\_\_\_\_ for each year of the Term, payable in installments at the same time as other full-time employees of the City are paid.

3. **Amendment:** Section 5 of the Agreement (Benefits), is amended to read as follows:

**Benefits:** In addition to the Base Compensation, Clerk shall receive all benefits received by all full-time City personnel including, but not limited to, cost-of-living salary increases, health, life, dental and vision insurance, sick, vacation leave maximum accruals and holiday benefits based on years of service and as set forth in the City’s Human Resources Personnel Policy. The City will provide Clerk with a City owned cellular phone and the use of a City owned vehicle, when available, both of which shall be used for City business purposes only. Vehicle is not a take home vehicle except with special circumstances such as overnight City travel and subject to the City’s policies for the use of City vehicles. The City agrees to increase the Clerk’s vacation leave accrual cap to 300 hours.

4. Amendment: Section 7 of the Agreement (Termination of the Agreement), is amended by amending subsection 7 (c) to read as follows, with all other provisions of Section 7 remaining unchanged:

c. In the event Roth is terminated without cause or is forced to resign by the City Council during the time that Roth is willing and able to perform the duties of City Clerk, the City Council agrees to pay Roth a lump sum cash payment in full settlement of any causes of action, claims, damages, attorneys fees and costs and arising out of the termination, in the amount of six (6) week's Base Pay plus one week Base pay for each year of service with the City (to be measured from Roth's starting date as City Clerk July 12, 2017), up to a maximum of twelve (12) weeks Base pay. Such payment shall be contingent upon Clerk providing the City with a standard release agreement which releases all claims Clerk could bring against the City for termination of her employment.

5. Conflict of Interest. This Amendment may be terminated pursuant to A.R.S. Section 38-511.
6. Severability. If any part of this Amendment is determined by a court of competent jurisdiction to be in conflict with any statute or constitution or to be unlawful for any reason, the Parties intend that the remaining provisions of this Amendment shall remain in full force and effect unless the stricken provision leaves the remaining Amendment unenforceable.

**IN WITNESS WHEREOF**, the Parties enter into this Amendment as of the Effective Date shown above.

**CLERK:**

**CITY:**

\_\_\_\_\_  
Terri Roth, MMC, City Clerk

\_\_\_\_\_  
Thomas L. Schoaf, Mayor

**ATTEST:**

\_\_\_\_\_  
Maria Ceaglske, Deputy City Clerk

**APPROVED AS TO FORM:**

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Gust Rosenfeld, PLC, City Attorney  
By: John Austin Gaylord