

**SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF WHEATLAND AND SUSAN MAHONEY
FOR FINANCE DIRECTOR SERVICES**

**THIS SECOND AMENDMENT TO THE FINANCE DIRECTOR SERVICES
AGREEMENT (AMENDMENT)** is made and entered into effective March 24, 2020, by and between the **CITY OF WHEATLAND (CITY)** and **SUSAN MAHONEY (EMPLOYEE)**, and is based on the Recitals and matters set forth herein.

RECITALS

- A. **EMPLOYEE** serves as **CITY's** Finance Director pursuant to an Agreement dated June 6, 2017 (the "**ORIGINAL AGREEMENT**").
- B. The **ORIGINAL AGREEMENT** was amended by the First Amendment to the **ORIGINAL AGREEMENT** (the "**FIRST AMENDMENT**"), which became effective July 1, 2019.
- C. Following negotiations between **EMPLOYEE** and **CITY**, and in consideration of the good and valuable services **EMPLOYEE** has been performing for **CITY** under the **AGREEMENT**, and **CITY's** desire to retain **EMPLOYEE** to continue to perform those services, the **PARTIES** desire to amend the **ORIGINAL AGREEMENT** to include the additional provisions stated below.
- D. In consideration of the good and valuable services **EMPLOYEE** has been performing for **CITY** under the **AGREEMENT**, and **CITY's** desire to retain **EMPLOYEE** to continue to perform those services, the parties desire to amend the **ORIGINAL AGREEMENT** to include the additional provisions stated below.
- E. Collectively, the **ORIGINAL AGREEMENT**, **FIRST AMENDMENT** and this **AMENDMENT** will be referred to hereafter as the "**AGREEMENT**" and will constitute the entire understanding and agreement of the parties.

IN CONSIDERATION of the mutual covenants contained herein and for good and valuable consideration, the parties agree as follows:

**SECTION 1
Amendment to Paragraph 2**

Paragraph 2 of the **ORIGINAL AGREEMENT** is hereby amended to read as follows:

- 2. **Term.** This Agreement shall remain in effect until June 5, 2023 unless sooner terminated as provided by the termination provision below.

SECTION 2
Amendment to Paragraph 4

Paragraph 4 of the **ORIGINAL AGREEMENT** is hereby amendment to read as follows:

4. Hours of Work. Employee acknowledges that her position is a part-time position. It is anticipated that Employee shall work an average of 30 hours per week, depending on City needs. Employee shall maintain a schedule of hours actually worked and provide a monthly report of hours worked to the City Manager. Employee shall not work more than 40 hours in any workweek.

SECTION 3
Amendment to Paragraph 5(a)

Subparagraph (a) of Paragraph 5 of the **ORIGINAL AGREEMENT** is amended to read as follows:

5. Compensation and Benefits.

(a) For all services rendered by Employee under this Agreement on or after July 1, 2019, City shall pay to Employee a salary in the amount of \$83.00 per hour. Salary shall be paid at the times and in the same manner as other City employees are paid. Employee shall be allowed to participate in the ICMA 401 (a) Money Purchase Plan established by City under the same terms as City's miscellaneous employees are allowed to participate. Although Employee shall not be entitled to receive any cost of living or similar increase granted by City to General Employee Association member employees by or on July 1, 2020, Employee shall be entitled to receive a cost of living or similar increase granted by City to General Employee Association member employees after July 1, 2020.

SECTION 4
Addition of Paragraph 7(e)

The **ORIGINAL AGREEMENT** is amended to include a new subparagraph (e) in Paragraph 7, to read as follows:

(e) By City, upon action of the City Manager, without cause, upon giving Employee 30 days prior written notice of termination.

Except as specifically modified by the terms of this **AMENDMENT**, the provisions of the **ORIGINAL AGREEMENT** are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this **AMENDMENT** on the date set forth below.

Dated: _____, 2020.	Dated: _____, 2020.
By: _____ Susan Mahoney, Employee	By: _____ Jim Goodwin, City Manager

ATTEST:

Lisa Thomason, City Clerk

APPROVED AS TO FORM:

Brittany Brace, Deputy City Attorney