

FIRST AMENDMENT TO CITY CLERK EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO CITY CLERK EMPLOYMENT AGREEMENT ("First Amendment"), is made and entered into as of the 27th day of December, 2016, by and between the **City of Valdez**, a municipal corporation, hereinafter called "Employer" or "City", and **Sheri Pierce**, hereinafter called "Employee".

WITNESSETH:

WHEREAS, Employer has employed Employee as City Clerk of Employer under that certain written City Clerk Employment Agreement dated as of October 4, 2016 ("Agreement"); and

WHEREAS, the position of City Manager of Employer will become vacant, effective at the end of the day on January 3, 2017; and

WHEREAS, Employer has negotiated an employment agreement with Elke Doom under which she will be employed as the City Manager of Employer commencing February 6, 2017; and

WHEREAS, Employer and Employee have agreed that Employee will act as Interim City Manager pending Elke Doom's commencement of employment with Employer.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Employer and Employee agree as follows:

Section 1. Duties

Commencing January 4, 2017, the Employer appoints and employs Employee as Interim City Manager of Employer, to perform the functions and duties, and to discharge the obligations, specified in Section 5.3(a) of the City Charter and Chapter 2.08 of the City Code, as they may be hereinafter amended, and to perform other legally required, permissible and proper duties, functions and obligations as required by City Charter and Code and as the City Council shall from time to time assign. Such functions and duties shall be performed by Employee in addition to Employee's functions and duties as City Clerk as set forth in the Agreement.

Section 2. Term

The term of Employee's employment as Interim City Manager shall commence on January 4, 2017, and shall continue until the earliest to occur of the following events: (a) such employment is terminated as of the effective date set forth in Employee's notice of termination to Employer; (b) such employment is terminated as of the effective date set forth in Employer's notice of termination to Employee; or (c) the end of the day on February 5, 2017. Upon termination of the term of Employee's employment as Interim City Manager, Employee shall maintain Employee's employment as City Clerk of Employer.

Section 3. Salary

During the term of Employee's employment as both Interim City Manager and City Clerk, Employee's salary shall be One Hundred Thirty Thousand Dollars (\$130,000) per year, pro rated for the term of Employee's employment as Interim City Manager. All other benefits of employment shall be the same as stated in the Agreement.

IN WITNESS WHEREOF, the City of Valdez has caused this First Amendment to be signed and executed in its behalf by its Mayor, representing the will of the City Council, and the Employee has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

CITY OF VALDEZ, ALASKA

By: _____
Ruth E. Knight, Mayor

ATTEST:

Allie Hendrickson, Deputy City Clerk

EMPLOYEE

Approved as to form:
Brena, Bell & Clarkson, P.C.
Attorneys for City of Valdez

By: _____
Sheri L. Pierce, MMC, City Clerk

By: _____
Anthony S. Guerriero