

**SECOND AMENDMENT TO  
CITY MANAGER EMPLOYMENT AGREEMENT**

**(City of San Buenaventura/Rick Cole)**

**This Second Amendment** to the City Manager Employment Agreement is made on the dates set forth below between the City of San Buenaventura ("City"), and Rick Cole ("Employee").

**Whereas** City and Employee entered into a certain agreement entitled City Manager Employment Agreement, Agreement No. 2004-007, ("Agreement") by which City agreed to hire Employee as City Manager and Employee agreed to such appointment in consideration of the terms, compensation and benefits contained in the Agreement;

**Whereas** City and Employee amended the Agreement by executing the First Amendment to the City Manager Employment Agreement, Agreement No. 2004-015, by which Section 6 of the Agreement ("Housing Assistance") was amended and restated in full

**Now therefore** City and Employee agree that the Agreement is further amended as follows:

1. Section 1, Agreement Term, is amended to read as follows:

**"Sec.1. Agreement Term**

This Agreement shall terminate on June 30, 2008. Thereafter, the term of this Agreement shall be automatically extended for successive one year periods unless and until either party provides the other party with written notice of such party's intent to terminate this Agreement and Employee's continued service as the City Manager prior to the end of the term or any such extended term.

Notwithstanding the above, City or Employee may terminate this Agreement and Employee's continued service as the City manager at any time prior to the end of the term or any extended as provided in Sections 12 and 13 of this Agreement."

2. Beginning fiscal year 2007-2008, City shall contribute \$5,000 annually, paid in bi-weekly installments, to a 457 account administered by ICMA/RC. This amount is in addition to any other deferred compensation contributions the City makes in accordance with the standard benefit package for employees of the Executive service level.

3. Notwithstanding the provisions Section 3 of the Agreement, the annual base compensation shall be increased to \$174,158.04 effective April 26, 2007.

4. Except as otherwise specifically provided herein, all other provisions of the Agreement as previously amended shall remain in full force and effect.

**In witness** whereof, the parties have signed this agreement on the dates set forth below.

**CITY OF SAN BUENAVENTURA**

By: *Carl E. Morehouse*  
Carl E. Morehouse  
Mayor

8/8/07  
Date

**EMPLOYEE**

By: *Rick Cole*  
Rick Cole

8/8/07  
Date

**APPROVED AS TO FORM**

By: *Christopher G. Norman*  
Christopher G. Norman  
Interim City Attorney