

**FIRST AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT
(City of San Buenaventura/Rick Cole)**

This Amendment to CITY MANAGER EMPLOYMENT AGREEMENT, Agreement No. 2004-007 is made and executed in duplicate on the dates set forth below by and between the City of San Buenaventura ("City"), and Rick Cole an individual ("Employee")

Whereas City and Employee desire to amend that that 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 therein.

Now therefore City and Employee agree as follows that the Agreement be and hereby is amended as follows.

1. Sec 6. Housing Assistance is amended as follows:

Sec. 6. Housing Assistance

City will provide Employee with a housing benefit to assist Employee in acquiring housing for himself and his family within the incorporated limits of City. Such housing assistance shall be in the form of an equity interest loan made subject to the following terms and conditions, and upon such other terms and conditions not inconsistent with the following that are deemed necessary and reasonable by the City Council:

- A. City will contribute an amount not to exceed \$350,000 towards the down payment on a residence purchased by Employee in the incorporated territory of City that is similar in size and quality to Employee's current residence in Azusa, California (hereinafter the "Ventura Residence").
- B. The amount of City's participation in the initial down payment in relation to the amount of the employee's participation in the initial down payment, as well as the cost of future alteration or additions made pursuant to the parties Equity Sharing Agreement shall determine the respective parties' share in the property's current and future equity.
- C. Employee shall be solely responsible for all other closing costs associated with the purchase of the Ventura Residence including but not limited to escrow fees and any points and other fees associated with any loan obtained by Employee to pay the balance of purchase price of the Ventura Residence in excess of the down payment.

D. City's share of it's equity interest in the Ventura Residence shall be due and payable in full (i) immediately upon the sale of or other transfer of title to the Ventura Residence by Employee; (ii) within 120 days of the termination of Employee's service as the City Manager of City for any reason whatsoever; or (iii) within 120 days the termination of Employee's use of the Ventura Residence as his principal residence, whichever first occurs.

The housing assistance provided for herein will be evidenced by a separate recorded agreement between City and Employee that has been approved as to form by the City Attorney of City and entered into at the time that the housing assistance is provided to Employee.

2. Except as otherwise specifically provided herein, all other provisions of the Agreement 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: [Signature]
Mayor Pro Tem

4/19/04
Date

Employee

By: [Signature]
Rick Cole

4/16/04
Date

APPROVED AS TO FORM
Robert G. Boehm

By: [Signature]
Amy Albano, Deputy City Attorney

ATTEST:

[Signature]
City Clerk

