

**SECOND AMENDMENT TO THE
EMPLOYMENT AGREEMENT BETWEEN
PLEASANT VALLEY RECREATION AND PARK DISTRICT
AND
MARY OTTEN, GENERAL MANAGER**

This SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN PLEASANT VALLEY RECREATION AND PARK DISTRICT AND MARY OTTEN, GENERAL MANAGER (the "Second Amendment") is made and entered into July 5, 2017, by and between the PLEASANT VALLEY RECREATION AND PARK DISTRICT, a California special district (the "District") and MARY OTTEN, an individual ("Manager").

RECITALS

WHEREAS, on August 25, 2014, Manager was appointed as the General Manager for the District and the District and Manager entered into a three (3) year employment agreement ("Agreement") effective that date; and

WHEREAS, on March 2, 2016, the District and Manager entered into an amended and fully restated employment agreement ("First Amendment"), retroactive to August 25, 2015, which: i) increased Manager's base salary by two percent (2%) annually from \$138,000 per year to \$140,753.60 per year, ii) provided for a one-time deferred compensation payment to Manager in the amount of \$4,140, and iii) extended the term of Manager's employment agreement for one additional year until August 25, 2018; and

WHEREAS, Section 12 of the First Amendment provides that the agreement may not be modified or amended in any way unless such modification is in writing and signed by the Manager and District; and

WHEREAS, Section 3 of the First Amendment provides that based on the results of an annual performance review, the District may, in its sole discretion, increase Manager's salary; and

WHEREAS, at its meeting on April 12, 2017, the Board met in closed session and conducted a performance review of Manager, and following this performance evaluation desires to amend Manager's employment agreement to increase Manager's salary as described below; and

WHEREAS, the parties now desire to further amend the employment agreement between the Manager and District to do the following: i) provide an annual salary increase of three percent (3%) effective the payroll period beginning July 8, 2017, increasing Manager's annual salary from \$140,753.60 to \$144,976.21 and ii) provide contributions in the amount of three percent (3%) of Manager's bi-weekly salary per payroll period to Manager's 457 deferred compensation plan; and

WHEREAS, the Manager desires to accept these employment terms as such from the District and has provided her written consent to the following terms and conditions in this Second Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, District and Manager hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 3 of the Agreement is hereby amended, in its entirety, to read as follows:

SECTION 3. COMPENSATION.

Effective the pay period beginning July 8, 2017, District shall provide to Manager a three percent (3%) salary increase on the annual salary of One Hundred Forty Thousand Seven Hundred and Fifty Three Dollars and Sixty Cents (\$140,753.60), to equal a new annual salary of One Hundred Forty Four Thousand Nine Hundred Seventy Six Dollars and Twenty One Cents (\$144,976.21), subject to all applicable tax withholding and other authorized deductions.

The base salary shall be paid to Manager according to the same pay periods utilized for other District employees. The base salary shall be prorated for any period of partial employment.

Manager shall not receive cost of living increase(s) to her base salary. Any cost of living increase(s) granted by the Board to non-contract District employees during the term of this Agreement shall have no impact upon or relationship to this Agreement. Based on the results of the annual performance review consistent with Section 6 herein, the District, in its sole discretion and at any time following such review, may increase Manager's compensation. Manager has no right to a salary increase.

Effective the payroll period beginning July 8, 2017, Manager shall receive from the District a contribution to her 457 deferred compensation plan each payroll period in an amount equal to three percent (3%) of her bi-weekly salary.

SECTION 3. Except as expressly amended by this Second Amendment, the underlying terms, conditions, and compensation of Manager by District as and for her employment as General Manager shall be as set forth in the First Amendment.


IN WITNESS WHEREOF, the Pleasant Valley Recreation and Park District has caused this Second Amendment to be signed and executed on its behalf by its Chairperson, and duly

attested by its officers thereunto duly authorized, and Manager has signed and executed this Second Amendment, both in duplicate.

PLEASANT VALLEY RECREATION AND
PARK DISTRICT

By:  _____

Neal Dixon
Chairperson, Board of Directors
"District"

 _____
Mary Otten, General Manager
"Manager"

ATTEST:



Robert Kelley
Secretary, Board of Directors

[END OF SIGNATURES]