

**SECOND AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

WHEREAS, on December 5, 2006, the **CITY OF PALM COAST** (hereinafter “City”) and **JAMES S. LANDON** (hereinafter “Employee”), entered into the City Manager Employment Agreement, whereby **JAMES S. LANDON** was employed by the City as City Manager; consistent with the City’s Charter, Section 6.2, and various provisions of the Code of Ordinances of the City of Palm Coast; and

WHEREAS, the parties entered into a First Amendment to City Manager Employment Agreement on December 15, 2015; and

WHEREAS, Section 3 of this Employment Agreement, Compensation, provides for the terms and methods of City Compensation to Employee; and

WHEREAS, the parties desire to amend Section 3 (2)) to provide for and clarify annual adjustments to Employee’s Compensation.

THEREUPON, it is agreed by the City and the Employee that:

1. **Section 3. Compensation**, Subsection (2) is amended as follows:

(3) In addition, Employer agrees the Employee’s Annual Salary shall be adjusted annually in the same amount as received by the City Department Heads when the City Pay Plan is adjusted in January of each year.

Employee shall receive this annual adjustment each year after the City Annual Progress Report is presented to City Council. The annual adjustments shall be effective in January of each year on the same date the annual City Pay Plan adjustment is effective for City Department Heads. The first annual adjustment pursuant to this amended Section 3, Subsection (2) shall be made and take effect January 2016.

2. All other terms of the 2006 the City Manager Employment Agreement and the First Amendment to City Manager Employment Agreement, not hereinabove supplemented, are unaffected by this Amendment.

EMPLOYER:

CITY OF PALM COAST, FLORIDA

By: _____
Jon Netts, Mayor

ATTEST:

Virginia A. Smith, CMC, CP
City Clerk

EMPLOYEE:

By: _____
James S. Landon