

**CITY OF FULLERTON
CITY MANAGER/FULLERTON LIBRARY BOARD OF TRUSTEES APPOINTEE
AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This FIRST AMENDMENT TO THE AMENDED AND RESTATED EMPLOYMENT AGREEMENT ("First Amendment") is made effective as of April 30, 2022 ("Effective Date") and is entered into by and between the CITY OF FULLERTON, a California municipal corporation (hereinafter "City"), the Fullerton Library Board of Trustees (hereinafter "Board") and JUDITH B. BOOTH (hereinafter referred to as "Booth").

RECITALS

WHEREAS, Booth began serving the City as Library Director under an Employment Agreement with the City and the Board dated May 25, 2017, consistent with Chapters 2.09 and 2.16 of the Fullerton Municipal Code; and

WHEREAS, the City Manager of the City of Fullerton (hereinafter "City Manager") is duly authorized under Resolution No. 2022-03 to amend the Employment Agreement on behalf of the City of Fullerton; and

WHEREAS, the City Manager and the Board entered into an Amended and Restated Employment Agreement with Booth effective August 29, 2019; and

WHEREAS, the City Manager and the Board have determined it is appropriate to again amend the agreement and to continue to provide certain benefits, conditions of employment, and working conditions for Booth; and

WHEREAS, City of Fullerton Resolution No. 2022-03 provides that such amended or continued benefits, conditions of employment and working conditions shall be set forth in an Employment Agreement Amendment; and

WHEREAS, the City Manager and the Board desire to provide a 5.25% increase to Booth's base salary equivalent to an across-the-board increase provided to all City of Fullerton Executive group members; and

WHEREAS, the amendment contained herein does not adjust any other compensation or benefits, adjusting only base salary in Section 6.

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

6. Salary

Effective April 30, 2022, Booth will be compensated for services rendered, at no less than \$135,345 per year (\$65.070 per hour).

IN WITNESS WHEREOF, the City Manager, executed on behalf of the City, Library Board of Trustees President, and Booth have signed and executed this First Amendment, the date and year to be executed on the Effective Date.

By: _____
Jeff Collier, Acting City Manager

Date: _____

By: _____
NAME, Library Board Trustee President

Date: _____

By: _____
Judith B. Booth

Date: _____

Approved as to Form:

Richard D. Jones, City Attorney

Dated: _____