

**FIRST AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This First Amendment to City Manager Employment Agreement ("Agreement") is entered into by and between the City of Fort Bragg ("City") and Peggy Ducey ("City Manager") and shall be effective as of December 1, 2023. Collectively, City and City Manager are referred to as the "Parties."

WHEREAS, on September 12, 2022, City and City Manager entered into an Agreement whereby the City Manager was employed by the City to serve as its City Manager; and

WHEREAS, City Manager tendered her resignation to the City on September 10, 2023 and offered to continue to serve as City Manager for up to six months; and

WHEREAS, the Parties desire to amend the Agreement to establish a separation date and modify City Manager's duties under the Agreement.

NOW, THEREFORE, for the aforementioned reasons, the Parties hereby amend the Agreement as follows:

1. City Manager's last day serving as City Manager shall be December 31, 2023.
2. Effective January 1, 2024, City Manager shall serve as Special Assistant to the City Manager and shall remotely provide on-call support services to the City on an as-needed basis. City Manager shall be compensated for these services at the same rate set forth in the Agreement.
3. City Manager's service as Special Assistant to the City Manager shall continue until such time as the resumption of her retirement benefit payments or February 1, 2024, whichever comes first, at which time the Agreement will terminate.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment the day and year first written above.

Dated: _____

By _____
Bernie Norvell, Mayor
City of Fort Bragg

Dated: _____

By _____
Peggy Ducey
City Manager