

**AMENDMENT NO. 1  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
DEANNA J. SANTANA**

**PREAMBLE**

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Deanna J. Santana ("Employee"). City and Employee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. The Parties previously entered into an agreement entitled Employment Agreement by and between the City of Santa Clara, California and Deanna J. Santana dated August 22, 2017 (Agreement); and
- B. The Parties entered into the Agreement for the purpose appointing and employing Employee as its City Manager and establishing the terms and conditions of employment, and the Parties now wish to amend the Agreement to amend the terms and conditions of employment.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

1. Section 3.1 of the Agreement, entitled "Salary" is amended to read as follows:

Effective October 6, 2019, Employee shall receive an annual salary of Four Hundred Forty-Eight Thousand Four Hundred Ninety-One and Eight Four Cents (\$448,491.84), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays. City and Employee agree that the amount of her annual salary shall not decrease, except as part of a decrease that is applicable to either all Council-appointed officers, (the City Attorney and City Auditor) or is applicable to all City Miscellaneous Unclassified Management Employees in Unit 9. Such decrease shall be effective when approved by the City Council.

2. Section 3.5 of the Agreement, entitled "Monthly Housing Allowance" is deleted effective September 30, 2019. The Employee shall be ineligible for this benefit effective October 1, 2019.

3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

\_\_\_\_\_  
LISA M. GILLMOR  
MAYOR  
1500 Warburton Avenue  
Santa Clara, CA 95050

“CITY”  
DEANNA J. SANTANA

Dated: \_\_\_\_\_  
By (Signature): \_\_\_\_\_  
Name: Deanna J. Santana  
Title: City Manager  
Principal Place of  
Business Address: 1500 Warburton Avenue  
Email Address: dsantana@santaclaraca.gov  
Telephone: ( 408 ) 615-2211  
Fax: ( 408 ) 615-2227

“EMPLOYEE”