

CITY OF CLAREMONT

SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

This Second Amendment to City Manager Employment Agreement ("Second Amendment") is entered into as of the 9th day of April 2024 (the "Effective Date"), between the City of Claremont (hereinafter referred to as the "City") and Adam Pirrie (hereinafter referred to as "Mr. Pirrie" or "City Manager"). City and Mr. Pirrie are sometimes individually referred to in this Second Amendment as a "Party" and collectively as the "Parties." The above-named Parties hereby mutually agree and promise as follows:

RECITALS

1. City and Mr. Pirrie entered into that certain City Manager Employment Agreement, dated February 23, 2021 (the "Agreement"), by which the City and Mr. Pirrie established the terms, conditions, compensation, and other benefits for the City Manager's employment by the City. Terms that are capitalized in this Second Amendment have the same meaning as terms that are capitalized in the Agreement.

2. Pursuant to Section 1 of the Agreement, the Initial Term of the Agreement was one (1) year (February 23, 2021 through February 23, 2022).

3. On or about February 8, 2022, the City and Mr. Pirrie entered into that certain First Amendment to City Manager Employment Agreement, which extended the Term of the Agreement to February 23, 2026 and changed the deadline for annual performance evaluations from July 31 to March 31 of each calendar year ("First Amendment").

4. In accordance with Section 3.1 of the Agreement and Section 3.2 of the First Amendment, the City Council met in closed session on March 26, 2024 to evaluate Mr. Pirrie's performance.

5. The City Council recognizes that Mr. Pirrie has continued to perform exceptionally well as City Manager. The City Council also recognizes it is in the best interests of the City Council, City staff, the community, and other stakeholders to have stability in the City Manager position. To that end, both parties desire to enter into this Second Amendment to the City Manager Employment Agreement to extend the term of the Agreement from February 23, 2026 to February 23, 2028.

AGREEMENT

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

Section 1. Section 1 of the Agreement and Section 1.1 of the First Amendment shall be replaced in its entirety to read as follows:

1.1 Term

The term of this Agreement shall be from February 23, 2021 (the "Effective Date"), through and including February 23, 2028 ("Term"), unless earlier terminated as provided herein. The "Initial Term" of this Agreement is February 23, 2021 through and including February 23, 2022. Any term after February 23, 2022 is an "Extended Term."

Section 2. Except as otherwise amended by this Second Amendment, all other terms and conditions of the Agreement and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the City Manager Employment Agreement on the 9th day of April, 2024.

CITY MANAGER



Adam Pirrie

CITY OF CLAREMONT



Silviano "Sal" Medina
Mayor of the City of Claremont

APPROVED TO FORM AND CONTENT:



City Attorney

ATTEST:



Shelley Desautels
City Clerk