

CITY OF CLAREMONT

FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

This First Amendment to City Manager Employment Agreement ("First Amendment") is entered into as of the 8th day of February 2022 (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 Agreement 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 First 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 is one (1) year (February 23, 2021 through February 23, 2022) and requires the City Council to notify Mr. Pirrie in writing on or before the last day of the Initial Term (i.e., February 23, 2022) if the City Council has elected to allow the Agreement to expire; otherwise, the Term of the Agreement is automatically extended for one (1) additional year (i.e., until February 23, 2023).

3. As set forth in more detail in the recitals to the Agreement, at the time the City and Mr. Pirrie entered the Agreement, it was in the best interests of both Parties for the Initial Term and any Extended Terms to be short (i.e., twelve months each). The shorter Terms preserved flexibility for the City Council to evaluate whether to launch a formal recruitment for a new City Manager and for Mr. Pirrie to evaluate whether he preferred his former position of Finance Director.

4. In accordance with Section 3.1 of the Agreement, the City Council met in closed session on September 28, 2021 to evaluate Mr. Pirrie's performance.

5. The City Council recognizes that Mr. Pirrie has performed 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 First Amendment to extend the Term of the Agreement from February 23, 2022 to February 23, 2026. In addition, both parties desire to change the deadline for annual performance reviews from July 31st to March 31st so that performance reviews of the City Manager and City Attorney can be completed on the same schedule.

[Agreement on Following Page]

AGREEMENT

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

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

1. TERM.

1.1 Term

The term of this Agreement shall be from February 23, 2021 (the "Effective Date"), through and including February 23, 2026 ("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."

1.2 Extensions

The Term of the Agreement may be further extended by written agreement of both Parties.

1.3 Continuing Employment After Expiration of Term

If the Parties have not extended the Term of this Agreement, and City has not entered an new City Manager employment agreement, and Mr. Pirrie is willing and able to perform his duties under this Agreement when the Term of this Agreement expires, then this Agreement shall continue to govern the terms, conditions, compensation, and other benefits for Mr. Pirrie's employment by the City until the City enters a new City Manager employment agreement (including an interim or acting City Manager employment agreement). Notwithstanding Section 9 of this Agreement, if the Term of this Agreement has expired, the City may terminate this Agreement, with or without cause, at any time, effective immediately, and Mr. Pirrie shall not be entitled to any Severance Payment.

Section 2. Section 3.2 of the Agreement shall be amended to read as follows (deletions struck and additions underlined):

3.2 Extended Terms

On or before ~~July~~ March 31 of each calendar year, the City Council shall conduct a review of Mr. Pirrie in a noticed closed session meeting to evaluate Mr. Pirrie's performance and compensation.

Section 3. Except as otherwise amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this City Manager Employment Agreement on the 8th day of February, 2022.

CITY MANAGER



Adam Pirrie

CITY OF CLAREMONT



Jed Leano
Mayor

APPROVED TO FORM AND CONTENT:



City Attorney

ATTEST:



Shelley Desautels
City Clerk