

Contract No. 22,636-2

**SECOND AMENDMENT TO AT-WILL EMPLOYMENT AGREEMENT**

**BETWEEN THE CITY OF PASADENA**

**AND**

**STEVEN B. MERMELL**

This **SECOND AMENDMENT TO AGREEMENT** is entered into this 19<sup>th</sup> day of November, 2018 by and between the City of Pasadena, a municipal corporation (hereinafter the "City") and Steven B. Mermell (hereinafter "Employee").

**RECITALS**

WHEREAS, the City and Employee entered into an At-Will Employment Agreement ("Agreement") on August 8, 2016, which was amended through a first amendment on January 8, 2018, setting forth the terms of Employee's employment as the City Manager; and

WHEREAS, it is the desire of the CITY to continue to retain the services of EMPLOYEE as City Manager and the desire of the EMPLOYEE to continue to serve in that capacity;

WHEREAS, both parties hereto agree to amend the Agreement as follows:

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

1. Section 3A is amended to read, in its entirety, as follows:

"A. City agrees to pay EMPLOYEE a base salary of \$296,010, subject to legally permissible or required deductions, prorated and paid on the City's normal paydays, effective August 6, 2018."

2. Section 3B is amended to read, in its entirety, as follows:

"B. EMPLOYEE'S base salary shall be reviewed by the City Council during the performance review process. Salary increases resulting from such reviews shall be at the discretion of the City Council, in conjunction with EMPLOYEE and unless amended shall not exceed the control rate of \$296,010, effective August 6, 2018."

3. Section 3D is amended to read, in its entirety, as follows:

6. Vehicle Allowance: EMPLOYEE will receive a monthly vehicle allowance of \$550 for the use of the EMPLOYEE'S personal vehicle for CITY business and will use CITY vehicles on an exception basis only. EMPLOYEE may not receive mileage reimbursement at any time.

4. All other terms and conditions of the Agreement not modified herein shall remain in full force and effect.

CITY OF PASADENA

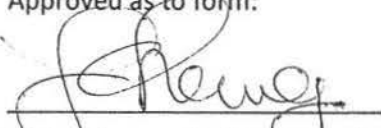
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Date

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Terry Tornek, Mayor

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Date

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Steven B. Mermell, Employee

Approved as to form:

  
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Lesley Cheung, Assistant City Attorney