

**AGREEMENT No. \_\_\_\_\_**

**THIS AGREEMENT** is entered into by and between the CITY OF PASADENA, through its CITY COUNCIL, hereinafter referred to as "City Council, ", and CYNTHIA KURTZ, hereinafter referred to as "Kurtz".

**WHEREAS**, City Council wishes to appoint Kurtz as Acting City Manager of the City of Pasadena, and to reduce the terms of such appointment to writing; and

**WHEREAS**, Kurtz has accepted said appointment as Acting City Manager,

**NOW THEREFORE**, in consideration of their mutual promises and undertakings, the Parties hereto agree as follows:

1. City Council hereby appoints Kurtz to the position of Acting City Manager to perform the functions and duties specified in the Charter, ordinances and resolutions of the City of Pasadena and to perform such other legally permissible functions as may be assigned to her by City Council.

2. The term of this Agreement and of Kurtz' appointment as Acting City Manager shall commence on March 16, 1998 and shall continue until such time as a successor City Manager is duly appointed by City Council and reports for duty, unless sooner removed from such position by City Council under the provisions of Paragraph 4 of this Agreement or terminated by Kurtz.

3. During her term as Acting City Manager, Kurtz shall be entitled to receive the following pay and benefits:

a. Kurtz' salary shall be calculated as 90% of the control rate for the position of City Manager. Should the control rate be adjusted upward, Kurtz' salary shall be calculated at 90% of the adjusted control rate.

b. Kurtz shall also receive all fringe benefits in the amount and at the rate to which the position of City Manager may be entitled under the Salary Resolution. However, such benefits shall not include housing assistance, relocation assistance or initial vacation or sick leave banks, beyond those authorized for positions in Executive Management under the Salary Resolution.

4. Kurtz shall serve as Acting City Manager solely at the will and pleasure of City Council, subject to removal from said position by City Council, with or without cause. However, should Kurtz resign or be removed from the position of Acting City Manager, or upon the expiration of her term as Acting City Manager under the terms of this Agreement, Kurtz shall automatically and immediately resume her former position of Director of the Department of Public Works and Transportation at the pay and benefits then applicable to such position. No other severance provisions shall apply.

5. Kurtz shall provide City Council with at least forty-five (45) days advance written

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notice should she either terminate her appointment as Acting City Manager or terminate her employment by the City of Pasadena.

6. In addition to the Personal Development Allowance provided for in the Salary Resolution, the City of Pasadena will pay for the reasonable and necessary expenses associated with Kurtz' professional dues, subscriptions and such participation in national, regional and local associations and organizations as may be beneficial to the interests of the City of Pasadena and approved by the Mayor.

7. This Agreement may amended only by a written agreement executed by both parties hereto.

8. Any notices required to be given under this Agreement shall be given as follows:

TO CITY COUNCIL:

Office of the Mayor  
City of Pasadena  
Room 237, City Hall  
100 N Garfield Avenue  
Pasadena, CA 91109

TO KURTZ:

Cynthia Kurtz  
Office of the City Manager  
Room 236, City Hall  
100 N. Garfield Avenue  
Pasadena, CA 91109

9. This Agreement contains the entire agreement between the parties hereto, and no promise, representation, warranty or other covenant not included in this Agreement has been relied on by any party hereto.

10. This Agreement may not be assigned to any person or entity by either party hereto.

IN WITNESS WHEREOF the parties hereto have affixed their authorized signatures and have caused this Agreement to be executed as of the date written below.

DATED: \_\_\_\_\_

CITY OF PASADENA

\_\_\_\_\_  
Chris Holden, Mayor

CYNTHIA KURTZ

\_\_\_\_\_

Approved as to Form:

Attest:

\_\_\_\_\_  
Michele Beal Bagneris  
City Attorney

\_\_\_\_\_  
Jane Rodriguez  
City Clerk