

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF RICHMOND AND BRUCE GOODMILLER**

THIS SECOND AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF RICHMOND AND BRUCE GOODMILLER (the "Second Amendment") is made as of this 21st day of December 2016, by and between the City of Richmond, a California municipal corporation and charter city ("City") and Bruce Reed Goodmiller, an individual ("Employee").

RECITALS

- A. City and Employee entered into that certain Employment Agreement (the "Contract") dated March 8, 2012 for the employment of Employee as City Attorney of the City.
- B. City and Employee entered into that certain First Amendment to the Employment Agreement between the City of Richmond and Bruce Goodmiller (the "First Amendment") dated October 7, 2014, pursuant to which the term of the Contract was extended to March 7, 2017.
- C. City and Employee desire to amend the Contract on the terms and conditions set forth in this Second Amendment to extend the term of the Contract to December 31, 2019 and revise the annual performance evaluation section.
- D. All capitalized terms used herein which are not defined shall have the meaning given such terms as defined in the Contract.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Employee hereby agree to amend the Contract as follows:

- 1. Contract Term Extension. The term of the Contract shall be extended to December 31, 2019.
- 2. Annual Performance Evaluation. Section 7 of the Contract is deleted in its entirety and replaced with the following:

"Employee shall be evaluated by the City Council on an annual basis in January of each year, with the first such annual review to be held in January 2018. Annual increases in Employee's compensation (as set in Section 2(a) of the Contract) may be awarded by the City Council at its discretion provided Employee receives a satisfactory evaluation from the City Council."
- 3. Effective Date. This Second Amendment shall be effective as of the date first set forth above.

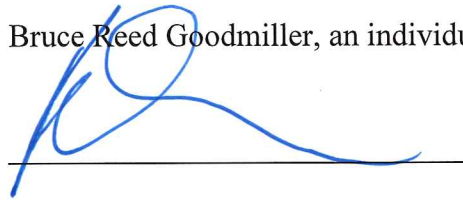
4. Effect of Second Amendment. Except as provided in this Second Amendment, all other terms of the Contract and First Amendment are unamended and shall remain in full force and effect. In case of any inconsistencies between the terms and conditions contained in the Contract and the terms and conditions contained herein, the terms and conditions herein shall control.

5. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their properly authorized representatives as of the date and year first above written.

Employee:

Bruce Reed Goodmiller, an individual



City:

City of Richmond, a California municipal corporation and charter city



Mayor

Attest:



Ursula DeLeon, Asst.
City Clerk