

**AMENDMENT NO. 4
TO CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN
CITY OF RANCHO PALOS VERDES & ARA MICHAEL MIHRANIAN, AICP**

This AMENDMENT NO. 4 TO CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN CITY OF RANCHO PALOS VERDES & ARA MICHAEL MIHRANIAN, AICP (“Amendment No. 4”) is made and entered into February 6, 2024 by and between the CITY OF RANCHO PALOS VERDES, a general law city & municipal corporation (“City”) and Mr. ARA MICHAEL MIHRANIAN, AICP, an individual (hereinafter referred as the “City Manager”).

RECITALS

A. On February 19, 2020, City and City Manager entered into the CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN CITY OF RANCHO PALOS VERDES & ARA MICHAEL MIHRANIAN, AICP (“Employment Agreement”) whereby City’s City Council employed City Manager to serve in the position of city manager as prescribed by state law and as codified in Title 2, Chapter 2.08, of City’s Municipal Code.

B. City and City Manager have previously entered into Amendment No. 1 to the Employment Agreement (“Amendment No. 1”), the same being effective January 2, 2021.

C. City and City Manager have previously entered into Amendment No. 2 to the Employment Agreement (“Amendment No. 2”), the same being effective February 1, 2022.

D. City and City Manager have previously entered into Amendment No. 3 to the Employment Agreement (“Amendment No. 3”), the same being effective February 21, 2023.

D. Pursuant to Section 5.2 of the Employment Agreement, City and City Manager agreed to conduct an annual salary review concurrently with the City Manager’s annual performance evaluation pursuant to Section 6.2 of the Employment Agreement.

E. On December 19, 2023 and January 16, 2024, City’s City Council undertook the annual performance evaluation and the salary review required by the Section 5.2 of the Employment Agreement during a lawfully convened closed session.

F. Based on that review, City’s City Council and City Manager now desire to further amend the Employment Agreement, as amended, as follows:

AGREEMENT

1. The above recitals are incorporated by reference as if set forth in full herein.

2. Section 2.5 of the Employment Agreement, as amended, is further amended to read as follows (deleted text is indicated in ~~strike-through~~ & added text in ***bold & italics***):

“***2.5 Term.*** The term of this Agreement shall be for ~~three (3)~~***five (5)*** years commencing from and after the Effective Date, ~~February 19, 2023~~
February 6, 2024, and ending at midnight Pacific standard time on
~~February 186, 2026~~***2029***, unless termination of this Agreement is effected as provided herein. The term of the Agreement may be extended by mutual

agreement of the parties in the manner as provided in Section 13.0 of this Agreement.”

3. Section 5.1 of the Employment Agreement, as amended, is further amended to read as follows (deleted text is indicated in ~~strikethrough~~ & added text in ***bold & italics***):

“5.1 Annual Compensation. Effective February 19, 2023 for the pay period upon approval, City agrees to compensate City Manager for his services rendered hereunder at an annual salary of TWO HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED DOLLARS (\$232,800) TWO HUNDRED FIFTY FIVE THOUSAND DOLLARS (\$255,000) as may be adjusted, from time-to-time, in accordance with Section 5.3 hereinafter, or as this Agreement may be amended. Such salary shall be payable in installments at the same time as other Department Head employees of City are paid. City Manager shall pay his contribution to MediCare and SDI.”

4. Section 5.1.1 of the Employment Agreement, as amended, is further amended to read as follows (deleted text is indicated in ~~strikethrough~~ & added text in ***bold & italics***):

“5.1.1 Retention Payment. Pursuant to Amendment No. 3 to the Employment Agreement, City hereby affords previously provided City Manager a one-time retention payment of TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500) in recognition of his exemplary service to City. Effective for the pay period upon approval, City shall provide City Manager a one-time retention payment of FIVE THOUSAND DOLLARS (\$5,000.00) in recognition of his exemplary service to the City. Such retention payment shall be paid directly to City Manager.”

5. **Continuing Effect of Employment Agreement.** Except as amended by this Amendment No. 4, all other provisions of the Employment Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term “Employment Agreement” appears in the Employment Agreement, it shall mean the Employment Agreement, as amended by this Amendment No. 4, and previously amended by Amendment No. 3, Amendment No. 2, and Amendment No. 1.

6. **Affirmation of Employment Agreement; Warranty Re Absence of Breaches or Defaults.** City and City Manager each ratify and reaffirm each and every one of the respective rights and obligations arising under the Employment Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Employment Agreement other than as provided herein or in Amendment No. 3, Amendment No. 2, and Amendment No. 1. Each party represents and warrants to the other that the Employment Agreement is currently an effective, valid, and binding obligation.

City Manager represents and warrants to City that, as of the date of this Amendment No. 4, City is not in breach or default of any material term of the Employment Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material breach or default under the Employment Agreement.

City represents and warrants to City Manager that, as of the date of this Amendment No. 4, City Manager is not in breach or default of any material term of the Employment Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material breach or default under the Employment Agreement.

7. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

8. Authority. The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this amendment, and (iv) the entering into this Amendment No. 4 does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the date and year written below.

CITY OF RANCHO PALOS VERDES

DocuSigned by:

John Cruikshank
A866C0B0874447E...

John Cruikshank, Mayor

Dated: 2/8/2024

ATTEST:

DocuSigned by:

Teresa Takabka, City Clerk
A429286B07014A7

APPROVED AS TO FORM:

DocuSigned by:

Elena Gerli, City Attorney
10A08091779074BE

CITY MANAGER

DocuSigned by:

Ara Michael Mihranian, AICP
E848278911944CC

Dated: 2/8/2024

[END OF SIGNATURES]

Certificate Of Completion

Envelope Id: 40CC96C8CF094CEDA4A97F0BDC9450C6

Status: Completed

Subject: Complete with DocuSign: Attachment A - Amendment No 4 to City Manager's Contract(956180.2) (003...)

Source Envelope:

Document Pages: 3

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Rudy Carbajal

AutoNav: Enabled

Enveloped Stamping: Enabled

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30940 Hawthorne Blvd.

Rancho Palos Verdes, CA 90275

rcarbajal@rpvca.gov

IP Address: 72.34.97.146

Record Tracking

Status: Original

Holder: Rudy Carbajal

Location: DocuSign

2/8/2024 12:08:23 PM

rcarbajal@rpvca.gov

Signer Events

ARA MIHRANIAN

ARAM@RPVCA.GOV

City Manager

City of Rancho Palos Verdes

Security Level: Email, Account Authentication
(None)**Signature****Timestamp**

Sent: 2/8/2024 12:14:06 PM

Viewed: 2/8/2024 5:18:41 PM

Signed: 2/8/2024 5:22:55 PM

Signature Adoption: Uploaded Signature Image
Using IP Address: 104.34.113.36**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

ELENA Q. GERLI

egerli@awattorneys.com

Security Level: Email, Account Authentication
(None)

Sent: 2/8/2024 12:14:07 PM

Viewed: 2/8/2024 12:23:25 PM

Signed: 2/8/2024 12:23:49 PM

Signature Adoption: Pre-selected Style
Using IP Address: 50.112.162.3**Electronic Record and Signature Disclosure:**

Accepted: 2/8/2024 12:23:25 PM

ID: 50b03a02-c629-42cd-a553-3320e924e10e

John Cruikshank

john.cruikshank@rpvca.gov

Mayor Pro Tem

Security Level: Email, Account Authentication
(None)

Sent: 2/8/2024 12:14:08 PM

Viewed: 2/8/2024 5:07:16 PM

Signed: 2/8/2024 5:07:22 PM

Signature Adoption: Pre-selected Style
Using IP Address: 172.119.57.203**Electronic Record and Signature Disclosure:**

Accepted: 2/8/2024 5:07:16 PM

ID: e7922f4a-658b-4d0e-875c-351a9606b2b9

Teresa Takaoka

TERIT@RPVCA.GOV

Security Level: Email, Account Authentication
(None)

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Signed: 2/8/2024 12:26:30 PM

Signature Adoption: Drawn on Device
Using IP Address: 72.34.97.146**Electronic Record and Signature Disclosure:**

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
CITY CLERK'S OFFICE CITYCLERK@RPVCA.GOV Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/8/2024 12:14:07 PM Viewed: 2/8/2024 12:26:43 PM
Electronic Record and Signature Disclosure: Accepted: 2/1/2023 3:10:58 PM ID: 505eed45-7ed0-4db8-aae6-ef6eedfef03d		
VINA RAMOS VRAMOS@RPVCA.GOV Deputy Director of Finance City of Rancho Palos Verdes Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/8/2024 12:14:08 PM Viewed: 2/8/2024 10:23:00 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/8/2024 12:14:09 PM
Certified Delivered	Security Checked	2/8/2024 12:26:16 PM
Signing Complete	Security Checked	2/8/2024 12:26:30 PM
Completed	Security Checked	2/8/2024 5:22:55 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Rancho Palos Verdes (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Rancho Palos Verdes:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: terit@rpvca.gov

To advise City of Rancho Palos Verdes of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at terit@rpvca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Rancho Palos Verdes

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to terit@rpvca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Rancho Palos Verdes

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to terit@rpvca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Rancho Palos Verdes as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Rancho Palos Verdes during the course of your relationship with City of Rancho Palos Verdes.

AMENDMENT NO. 3

TO CITY MANAGER EMPLOYMENT AGREEMENT

This AMENDMENT NO. 3 ("Amendment No. 3") to that certain "CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN CITY OF RANCHO PALOS VERDES & ARA MICHAEL MIHRANIAN, AICP," entered into February 21, 2023, (the "Employment Agreement"), is made by and between the CITY OF RANCHO PALOS VERDES, a general law city & municipal corporation ("City") and Mr ARA MICHAEL MIHRANIAN, AICP, an individual (hereinafter referred as the "City Manager")

RECITALS

A City and City Manager have previously entered into the Employment Agreement whereby City's City Council employed the City Manager to serve in the position of City Manager as prescribed by state law and as codified in Title 2, Chapter 2 08, of City's Municipal Code

B City and City Manager have previously entered into Amendment No. 1 the Employment Agreement, the same being effective January 2, 2021

C City and City Manager have previously entered into Amendment No. 2 the Employment Agreement, the same being effective February 1, 2022

D Pursuant to Section 5 2 of the Employment Agreement, City and City Manager agree to conduct an annual salary review concurrently with the City Manager's annual performance evaluation pursuant to Section 6 2 of the Employment Agreement

E On February 7, 2023, City's City Council undertook the annual performance evaluation and the salary review required by the Section 5 2 of the Employment Agreement during a lawfully convened closed session

F As a consequence of that review, City's City Council and City Manager now desire to further amend the Employment Agreement, as amended, as follows

TERMS

1 **Contract Changes** The Employment Agreement, as amended, is further amended as provided hereinafter (Deleted text is indicated in ~~strikethrough~~ & added text in ***bold & italics***)

a **“2 5 Term** The term of this Agreement shall be for three (3) years commencing from and after the Effective Date, ~~subject to Sections 2 2, 2 3, and/or 2 4 of this Agreement February 19, 2023~~, and ending at midnight Pacific standard time on February 18, 2023 2026, unless termination of this Agreement is effected as provided herein. The term of the Agreement may be extended by mutual agreement of the parties in the manner as provided in Section 13 0 of this Agreement "

b **“5 1 Annual Compensation Effective February 19, 2023**, City agrees to compensate City Manager for his services rendered hereunder at an annual

salary of ~~TWO HUNDRED TWENTY-SIX THOUSAND DOLLARS (\$226,000)~~ **TWO HUNDRED THIRTY-TWO THOUSAND EIGHT HUNDRED DOLLARS (\$232,800)** as may be adjusted, from time-to-time, in accordance with Section 5 3 hereinafter, or as this Agreement may be amended. Such salary shall be payable in installments at the same time as other Department Head employees of City are paid. City Manager shall pay his contribution to MediCare and SDI ”

c “5 1 1 Retention Payment City hereby affords City Manager a one-time retention payment of ~~FIFTEEN THOUSAND DOLLARS (\$15,000)~~ **TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500)** in recognition of his exemplary service to City. Such retention payment shall be paid directly to City Manager ”

2 **Continuing Effect of Employment Agreement.** Except as amended by this Amendment No 3, all other provisions of the Employment Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this Amendment No 3, whenever the term “Employment Agreement” appears in the Employment Agreement, it shall mean the Employment Agreement, as amended by this Amendment No 3

3 **Affirmation of Employment Agreement; Warranty Re Absence of Breaches or Defaults.** City and City Manager each ratify and reaffirm each and every one of the respective rights and obligations arising under the Employment Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Employment Agreement other than as provided herein. Each party represents and warrants to the other that the Employment Agreement is currently an effective, valid, and binding obligation

City Manager represents and warrants to City that, as of the date of this Amendment No 3, City is not in breach or default of any material term of the Employment Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material breach or default under the Employment Agreement

City represents and warrants to City Manager that, as of the date of this Amendment No 3, City Manager is not in breach or default of any material term of the Employment Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material breach or default under the Employment Agreement

4 **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No 3

5 **Authority** The persons executing this Amendment No 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No 3 on behalf of said party, (iii) by so executing this Amendment No 3, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment No 3 does not violate any provision of any other agreement to which said party is bound

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No 3 on the date and year first-above written

CITY OF RANCHO PALOS VERDES

Barbara Ferraro
Barbara Ferraro, Mayor

Dated _____

ATTEST

Teresa Takaoka
Teresa Takaoka, City Clerk

APPROVED AS TO FORM

W. Wynder
William Wynder, City Attorney


CITY MANAGER
Ara Michael Mihranian, AICP

Dated 2-14-2023 _____

[END OF SIGNATURES]

AMENDMENT NO. 2

TO CITY MANAGER EMPLOYMENT AGREEMENT

This AMENDMENT NO. 2 (“Amendment No. 2”) to that certain “CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN CITY OF RANCHO PALOS VERDES & ARA MICHAEL MIHRANIAN, AICP,” entered into February 1, 2022, (the “Employment Agreement”), is made by and between the CITY OF RANCHO PALOS VERDES, a general law city & municipal corporation (“City”) and Mr. ARA MICHAEL MIHRANIAN, AICP, an individual (hereinafter referred as the “City Manager”), and is effective as of the 12th day of February, 2022.

RECITALS

A. City and City Manager have previously entered into the Employment Agreement whereby City’s City Council employed City Manager to serve in the position of City Manager as prescribed by state law and as codified in Title 2, Chapter 2.08, of City’s Municipal Code.

B. City and City Manager have previously entered into Amendment No. 1 the Employment Agreement, the same being effective January 2, 2021.

C. Pursuant to Section 5.2 of the Employment Agreement, City and City Manager agree to conduct an annual salary review concurrently with the City Manager’s annual performance evaluation pursuant to Section 6.2 of the Employment Agreement.

D. On December 21, 2021, City’s City Council undertook the annual performance evaluation required by the Section 5.2 of the Employment Agreement during a lawfully convened closed session.

E. On January 18, 2022, City’s City Council undertook the salary review required by the Section 5.2 of the Employment Agreement during a lawfully convened closed session.

F. As a consequence of that review, City’s City Council and City Manager now desire to further amend the Employment Agreement, as amended, as follows:

TERMS

1. **Contract Changes.** The Employment Agreement, as amended, is further amended as provided hereinafter. (Deleted text is indicated in ~~strikeout~~ & added text in ***bold & italics***.)

a. “5.1 Annual Compensation. Effective February 12, 2022, City agrees to compensate City Manager for his services rendered hereunder at an annual salary of ~~TWO HUNDRED TWENTY THOUSAND FIVE HUNDRED DOLLARS (\$220,500.00)~~ ***TWO HUNDRED TWENTY SIX THOUSAND DOLLARS (\$226,000)*** as may be adjusted, from time-to time, in accordance with Section 5.3 hereinafter, or as this Agreement may be amended. Such salary shall be payable in installments at the same time as other Department Head employees of City are paid. City Manager shall pay his contribution to MediCare, and SDI.”

b. ***“5.1.1 Retention Payment. City hereby affords City Manager a one-time retention payment of FIFTEEN THOUSAND DOLLARS (\$15,000) in recognition of his exemplary service to City. Such retention payment shall, at City Manager’s election, either be paid directly to City Manager or to be deposited in City Manager’s name into a qualified Internal Revenue Service § 401(a) deferred compensation account.”***

2. **Continuing Effect of Employment Agreement.** Except as amended by this Amendment No. 2, all other provisions of the Employment Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Employment Agreement” appears in the Employment Agreement, it shall mean the Employment Agreement, as amended by this Amendment No. 2.

3. **Affirmation of Employment Agreement; Warranty Re Absence of Breaches or Defaults.** City and City Manager each ratify and reaffirm each and every one of the respective rights and obligations arising under the Employment Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Employment Agreement other than as provided herein. Each party represents and warrants to the other that the Employment Agreement is currently an effective, valid, and binding obligation.

City Manager represents and warrants to City that, as of the date of this Amendment No. 2, City is not in breach or default of any material term of the Employment Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material breach or default under the Employment Agreement.

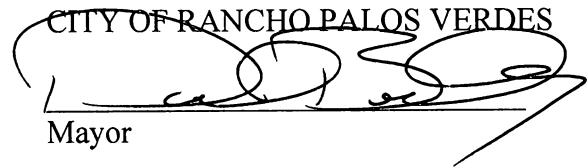
City represents and warrants to City Manager that, as of the date of this Amendment No. 2, City Manager is not in breach or default of any material term of the Employment Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material breach or default under the Employment Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment , and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF RANCHO PALOS VERDES

Mayor

Dated: 01 FEB 2022

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CITY MANAGER


Dated: 2/15/2022

[END OF SIGNATURES]

AMENDMENT NO. 1

TO CITY MANAGER EMPLOYMENT AGREEMENT

This AMENDMENT NO 1 (“Amendment No 1”) to that certain ““CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN CITY OF RANCHO PALOS VERDES & ARA MICHAEL MIHRANIAN, AICP,” entered into January 19, 2021 (the “Employment Agreement”), is made by and between the CITY OF RANCHO PALOS VERDES, a general law city & municipal corporation (“City”) and Mr ARA MICHAEL MIHRANIAN, AICP, an individual (hereinafter referred as the “City Manager”), and is effective as of the 1st day of January, 2021

RECITALS

A City and City Manager have previously entered into the Employment Agreement whereby City’s City Council employed City Manager to serve in the position of City Manager as prescribed by state law and as codified in Title 2, Chapter 2 08, of City’s Municipal Code

B Pursuant to Section 5 2 of the Employment Agreement, City and City Manager agree to conduct an annual salary review concurrently with the City Manager’s annual performance evaluation pursuant to Section 6 2 of the Employment Agreement

C On December 19, 2020, City’s City Council undertook the salary review required by the Section 5 2 of the Employment Agreement during a lawfully convened closed session

D As a consequence of that review, City’s City Council and City Manager now desire to amend the Employment Agreement as follows

TERMS

1 **Contract Changes** The Employment Agreement is amended as provided hereinafter (Deleted text is indicated in ~~strikethrough~~ & added text in ***bold & italics***)

a **“5 1 Annual Compensation Effective January 1, 2021,** City agrees to compensate City Manager for his services rendered hereunder at an annual salary of ~~TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000.00)~~ ***TWO HUNDRED TWENTY THOUSAND FIVE HUNDRED DOLLARS (\$220,500.00)*** as may be adjusted, from time-to time, in accordance with Section 5 3 hereinafter, or as this Agreement may be amended. Such salary shall be payable in installments at the same time as other Department Head employees of City are paid. City Manager shall pay his contribution to FICA, MediCare, and SDI.”

2 **Continuing Effect of Employment Agreement.** Except as amended by this Amendment No 1, all other provisions of the Employment Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No 1, whenever the term “Employment Agreement” appears in the Employment Agreement, it shall mean the Employment Agreement, as amended by this Amendment No 1

3 **Affirmation of Employment Agreement, Warranty Re Absence of Breaches or Defaults** City and City Manager each ratify and reaffirm each and every one of the respective rights and obligations arising under the Employment Agreement. Each party represents and

warrants to the other that there have been no written or oral modifications to the Employment Agreement other than as provided herein. Each party represents and warrants to the other that the Employment Agreement is currently an effective, valid, and binding obligation.

City Manager represents and warrants to City that, as of the date of this Amendment No 1, City is not in breach or default of any material term of the Employment Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material breach or default under the Employment Agreement.

City represents and warrants to City Manager that, as of the date of this Amendment No 1, City Manager is not in breach or default of any material term of the Employment Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material breach or default under the Employment Agreement.

4 Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No 1.

5 Authority The persons executing this Amendment No 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No 1 on behalf of said party, (iii) by so executing this Amendment No 1, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment No 1 does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No 1 on the date and year first-above written

CITY OF RANCHO PALOS VERDES

Eric J. Wagner
Mayor

Dated 1/25/21

ATTEST

Caren Marsteller
City Clerk

APPROVED AS TO FORM

William Wyrde
City Attorney

CITY MANAGER


Dated 1.25.21

CITY MANAGER EMPLOYMENT AGREEMENT

BETWEEN

CITY OF RANCHO PALOS VERDES & ARA MICHAEL MIHRANIAN, AICP

This CITY MANAGER EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this 19th day of February 2020, by and between the City Council of the CITY OF RANCHO PALOS VERDES acting as the legally constituted governing body of the City of Rancho Palos Verdes, the Successor Agency to the Dissolved Rancho Palos Verdes Redevelopment Agency and the Rancho Palos Verdes Improvement Authority (hereinafter referred to collectively as the "City") and Mr ARA MICHAEL MIHRANIAN, AICP an individual (hereinafter referred as the "City Manager")

R E C I T A L S

WHEREAS it is the desire of City's City Council (hereinafter the "Council") to employ an individual to serve in the position of City Manager as prescribed by state law and as set forth in Title 2 Chapter 2 08 of City's Municipal Code, and

WHEREAS, it is the desire of the City's City Council to (1) secure and retain the services of City Manager, (2) to provide inducement for him or her to maintain such employment and (3) to provide a mechanism for terminating City Manager's services, if and when necessary, and

WHEREAS, based on City Manager's executive and administrative qualifications and ability City's City Council desires to employ City Manager to serve as the city manager for the City, and

WHEREAS City Manager desires to accept employment as such from City

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and City Manager hereby agree as follows

A G R E E M E N T

1 0 EMPLOYMENT & DUTIES

1 1 City hereby employs Mr ARA MICHAEL MIHRANIAN AICP, as City Manager to perform the functions and duties specified in City's Municipal Code and in the Government Code of the State of California and to perform such other legally permissible and proper duties and functions as City's Council shall, from time to time, direct or assign. City Manager acknowledges that the assigned duties shall also include services to the Successor Agency to the Dissolved Rancho Palos Verdes Redevelopment Agency and the Rancho Palos Verdes Improvement Authority

1 2 City Manager shall focus his professional time ability and attention to City's business during the term of this Agreement. City Manager shall not spend more than ten (10)

hours per month in teaching, counseling, or other non-employer connected business activities without prior approval of the City's City Council

13 City Manager shall not engage without the express prior written consent of the City's City Council, in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business commercial, or professional nature to any other person or organization whether for compensation or otherwise, that is or may be competitive with City that might cause a conflict-of-interest with City, or that otherwise might interfere with the business or operation of City or the satisfactory performance of City Manager's duties

20 TERM

21 Commencement & Effective Date City Manager shall commence his services at 8:00 a.m. Pacific standard time, on February 19, 2020 which shall also be deemed the Effective Date of this Agreement. On the Effective Date, that certain INTERIM CITY MANAGER EMPLOYMENT AGREEMENT, made and effective as of November 22, 2019 shall terminate according to its terms

22 Employment Status City Manager is an "at-will" employee serving at the pleasure of City, acting through its City Council, and subject to summary dismissal without any right of notice or hearing, including any so-called "Skelly" meeting. Except as provided in Section 23 below, City may terminate the employment of City Manager at any time, with or without cause upon compliance with the provisions set forth in Sections 30 or 40 of this Agreement and upon the affirmative vote of three (3) members of City's City Council

23 Waiver of Certain Termination Rights City Manager expressly waives any rights afforded under City's personnel system or policies, and any rights afforded to City Manager under the Rancho Palos Verdes Municipal Code (except as noted Section 24 hereinafter) or under State or Federal law, including Government Code §§ 54950 et seq. ("Brown Act"), to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination, except those rights City Manager may have under the California or United States constitutions to a name-clearing hearing

24 Termination Limitation City and City Manager agree that the scope of City's limitation upon its right to terminate the employment of City Manager shall be modified from that provided in City's Municipal Code Title 2, Chapters 208.120 which is hereby waived by the parties, and 208.140 which is hereby modified to require the following

"Notwithstanding the provisions of Sections 208.110 (Removal—Procedure) through 208.140 (Removal—Limitation) the city manager shall not be removed from office other than for misconduct in office during or within a period of 60 days next succeeding any general municipal election held in the city at which election a member of the city council is elected. The purpose of this section is to allow any newly elected member of the city council or a reorganized city council to observe the actions and ability of the city manager in the performance of the powers and duties of his office. After the expiration of the 60-day period the provisions of Sections 208.110 (Removal—Procedure)

through 208140 (Removal—Limitation) as to the removal of the city manager shall apply and be effective.

25 Term The term of this Agreement shall be for three (3) years commencing from and after the Effective Date, subject to Sections 2223, and/or 24 of this Agreement, and ending at midnight Pacific standard time on February 18, 2023, unless termination of this Agreement is effected as provided herein. The term of the Agreement may be extended by mutual agreement of the parties in the manner as provided in Section 130 of this Agreement.

26 Termination by City Manager If City Manager determines to terminate this Agreement, he shall be required to give a minimum of sixty (60) days' advance written notice to Council prior to the effective date of his termination unless a shorter period is acceptable to Council, and City Manager shall not be eligible for severance pay in the event of his voluntary resignation.

30 SEVERANCE

31 Severance City Manager shall have the severance rights provided hereinafter. The severance rights provided in this Section 30 shall constitute the sole and only entitlement of City Manager in the event of termination and City Manager expressly waives any and all other rights except as provided herein. Nothing in this paragraph shall be construed as precluding City Manager's right to contest the appropriateness of termination for cause in Los Angeles County Superior Court or any court of competent jurisdiction or otherwise enforce the provisions of this Agreement.

33 Termination For Cause If the Council terminates City Manager for cause as defined in Section 40, City shall not be required to make the severance payment provided herein.

1 Written Statement Describing Cause, Name-Clearing Hearing In the event City Manager is terminated for cause, City shall provide City Manager with a written statement describing the cause for termination and shall afford City Manager a name-clearing hearing before City's City Council at a reasonable time upon written notice to the City Clerk within seven (7) days of receiving the written statement.

2 No Severance Payment While Under Investigation In the event City Manager is under investigation for any of the reasons set forth in Section 40, City may withhold part or all of any severance payment afforded City Manager herein until it is determined if charges will be filed and if charges are filed, until final judgment is rendered, provided, however that City may not withhold the severance payment (if any), in whole or in part, beyond twelve (12) months of the initiation of an investigation and/or the filing of charges whichever shall last occur.

34 Termination Without Cause & For the Convenience of City Notwithstanding Title 2, Chapter 208150(D) of City's Municipal Code, in the event City's City Council terminates City Manager for its convenience and without cause, before the expiration of the term of employment, City shall provide City Manager with the shorter of (1) six (6) months base salary, and (2) continuation of City Manager's health benefits as of the time of termination, for

six (6) months or until City Manager finds other employment whichever occurs first, or (2) an amount equal to the monthly salary of City Manager multiplied by the number of months left on the unexpired term of the contract. However if the unexpired term of this Agreement is greater than six (6) months, the maximum severance amount shall be an amount equal to the monthly salary of City Manager multiplied by six (6)

1 City is currently a member of the California Joint Powers Insurance Authority ("CJPIA") which makes available to the City Manager up to six (6) months of base salary and COBRA benefits in effect at the time of termination under the terms of the CJPIA's "Chief Executive Separation Payment" coverage, the terms of which may vary from time-to-time, and are incorporated by reference. The terms of such Chief Executive Separation Payment coverage in effect at the time of termination of City Manager's employment will govern. If at the time of termination of City Manager's employment, City is no longer a member of the CJPIA or the CJPIA no longer offers such Chief Executive Separation Payment coverage, then City will only be obligated to provide the Severance Payment described in part (a) above.

2 Any severance payment provided for herein shall be conditioned upon City Manager's execution of a general release of claims, a copy of which is attached hereto as **Exhibit "A,"** and payment shall not occur until after the expiration of the release revocation period contained therein. In the event City Manager declines to execute or revokes the general release of claims, no severance payment shall be made.

3 5 Application of Government Code §§ 53260-261 Government Code §§ 53260-261 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds 18 months. The severance payments provided herein are expressly limited by this provision [(e.g. if termination occurred with six (6) months left in the term, severance would be equal to the monthly base salary multiplied by six (6) rather than twelve (12), provided City Manager executes and does not revoke a general release of claims)]

3 6 Application of Government Code § 53243 3 If this Agreement provides for (1) paid leave for the official pending an investigation, (2) funds for the legal criminal defense of the official, or (3) any cash settlement related to City Manager's termination, such sums shall be fully reimbursed by City Manager to City if the City Manager is convicted of a crime involving abuse of his or her office or position. All provisions of Government Code § 53243 3 shall take precedence over the terms of this Agreement.

3 7 Application of Government Code § 3511 2 Notwithstanding any other provisions of this Agreement, it shall be prohibited for this Agreement to provide an automatic renewal hereof that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits. Government Code § 3511 2 is hereby incorporated into the terms of this Agreement as follows.

"On or after January 1, 2012, any contract executed or renewed between a local agency and a local agency executive shall not provide for the following

- (a) An automatic renewal of a contract that provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment
- (b) A maximum cash settlement that exceeds the amounts determined pursuant to Article 3 5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5" [i.e., a cash settlement that exceeds 18 months of the Salary and benefits]

3 8 No Severance if Termination Initiated By City Manager City Manager expressly agrees that he shall not be entitled to any severance payment as the result of the termination of this Agreement if such termination is initiated by City Manager

3 9 Payment Any severance payment required under Section 3 0 shall be paid within ten (10) days following the execution of a general release of claims, provided City Manager has not revoked the release

4 0 TERMINATION FOR CAUSE

City shall not be obligated to make any severance payment as described in Section 3 0 above, if City Manager is terminated for cause. For the purposes of this Agreement "cause" for termination shall include but not be limited to, the following (1) loss of mental capacity for more than six (6) consecutive months as determined by a court of competent jurisdiction, (2) persistent habitual or willful neglect of duty, (3) insubordination (which shall be defined as a repeated failure to carry out a directive or directives of City's City Council made by Council as a body), (4) corrupt or willful misconduct in office, (5) willful malfeasance, or conviction of an illegal act (excepting minor traffic or moving violations) amounting to an act of moral turpitude (a conviction following a plea of *nolo contendere* is deemed a conviction), (6) willful destruction or misuse of City property, (7) habitual intoxication while on duty whether by alcohol, prescription or non-prescription drugs, and in the case of prescription drugs where they are being used in a manner not authorized by City Manager's treating physician, (8) inexcusable absence without an authorized leave of absence, (9) willful political activity involving the support of candidates for City's City Council or Municipal Code amendments, (10) theft or attempted theft, (11) financial mismanagement, (12) material dishonesty, (13) willful violation of Federal State or City discrimination and harassment laws concerning race religious creed, color, national origin, ancestry, physical handicap, marital status, sexual orientation, sex or age concerning either members of the general public or City's employee(s) while acting in the course and scope of employment while on City premises or time and/or while acting without the prior approval or direction of the City's City Council, (14) willful and unlawful retaliation against any City officer or employee or member of the general public who in good faith reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or related directly thereto, (15) willful violation of any conflict of interest or incompatibility of office laws, (16) performance of material outside business interests that conflict directly with the activities and duties as City Manager, but not including educational or professional training programs conducted by City Manager whether for personal financial gain or not, (17) refusal to take or

subscribe to any oath or affirmation which is required by law, or (18) engaging in conduct tending to bring embarrassment or disrepute to City

5 0 SALARY

5 1 Annual Compensation City agrees to compensate City Manager for his services rendered hereunder at an annual salary of TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000 00) as may be adjusted, from time-to time, in accordance with Section 5 3 hereinafter, or as this Agreement may be amended. Such salary shall be payable in installments at the same time as other Department Head employees of City are paid. City Manager shall pay his contribution to FICA, MediCare and SDI.

5 2 Annual Salary Review City and City Manager agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 6 2 hereinafter. Such annual salary review shall include consideration of those benefits afforded City Manager in this Agreement.

5 3 Discretionary City Manager Retention Payment Commencing with the 2020 annual salary review, City's City Council agrees to consider whether to afford City Manager a performance-based employee retention payment. The determination of whether, and in what amount, if any, to afford a City Manager employee retention payment shall be in the sole and unfettered discretion of City's City Council and shall not be the subject of any right of appeal or review.

5 4 Effectuating Salary Adjustment City and City Manager agree that the affirmative vote of three (3) members of Council shall be required to effectuate an increase in the salary paid to City Manager paid pursuant to this Agreement. This provision shall not be interpreted to require a separate affirmative vote of three (3) members of Council to approve the additional benefits specified in Section 9 0 of this Agreement.

5 4 Deferred Compensation City participates in a so-called "Section 457" deferred compensation plan with the International City/County Management Association ("ICMA") to which City Manager may participate. In addition, City shall contribute five percent (5%) of City Manager's base salary into a "Section 401(a)" ICMA defined contribution plan.

6 0 PERFORMANCE EVALUATION

6 1 Purpose The performance review and evaluation process set forth herein is intended to provide review and feedback to City Manager so as to facilitate a more effective management of City. Nothing herein shall be deemed to alter or change the employment status of City Manager (as set forth in Section 2 2 above), nor shall this Section 6 0 be construed as requiring "cause" to terminate this Agreement, or the services of City Manager thereunder.

6 2 Annual Evaluation Council shall review and evaluate the performance of City Manager annually between December 1 and December 31 of each calendar year commencing in 2020. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted above. It shall be the obligation of City Manager and the City Clerk to notify Council of the need to conduct the evaluation required by this Section.

6 3 Written Summary City and City Manager agree to jointly prepare a written summary of each performance evaluation of City Manager and to include the same in his or her personnel file within two (2) weeks following conclusion of the review and evaluation process and shall schedule at least one (1) closed personnel session with City Manager to deliver and discuss the evaluation

7 0 HEALTH, LIFE AND DISABILITY INSURANCE

7 1 Scope City shall provide to City Manager with medical dental vision life and long term disability insurance plans and/or programs as follows

7 2 City shall provide City Manager with such medical dental, vision life and long term disability insurance plans as set forth in the City's Management Employee Personnel Rules and Resolution No 97-93, as they now exist or as the same may be amended or up-dated from time to time by resolution of City's Council

8 0 AUTOMOBILE

8 1 Car Allowance City Manager shall be afforded a Seven Hundred Dollar (\$700.00) per month vehicle allowance in full compensation for the usage of City Manager's personal vehicle for City-related business

9 0 VACATION, SICK LEAVE, EXECUTIVE LEAVE & OTHER BENEFITS

9 1 Vacation Leave City Manager shall accrue vacation leave at the rate of twenty (20) days per year. The vacation leave granted to City Manager may be used by City Manager at his discretion, always considering the best interests of City. City Manager shall notify the Mayor and City's Council whenever vacation leave is to be taken. If not used, said vacation leave shall continue to accrue up to a maximum of Three Hundred Twenty (320) hours. Upon termination of City Manager's employment under this Agreement, City shall pay City Manager at the rate of compensation then being earned by City Manager for all accrued and unused vacation leave.

9 2 Sick Leave As of the effective date of this Agreement, City Manager shall be entitled to such sick leave as set forth in the City's Management Employee Personnel Rules and Resolution No 97-93 as they now exist or as the same may be amended or up-dated from time to time by resolution of City's Council. City Manager shall not be allowed to "cash out" any portion of his accrued sick leave during the tenure of his employment with City.

9 3 Bereavement Leave City Manager shall be entitled to such bereavement leave as is currently afforded Department Head employees as the same may be modified for all Department Head employees by resolution of City's Council from time to time.

9 4 Jury Duty City Manager shall receive full pay and benefits while responding to a jury summons or serving on a jury for up to ten (10) court days. Any compensation for such jury duty (except travel pay) shall be remitted to City.

9 5 Holidays From and after the effective date of this Agreement City Manager shall be entitled to such holidays as are currently afforded Department Head employees as the

same may be modified for all Department Head employees by resolution of City's Council from time to time

9 6 Administrative Leave As of the effective date of this Agreement, City Manager shall accrue administrative leave at the maximum rate of Eighty (80) hours per year. Administrative leave shall not be carried over from year-to-year and shall not be considered an accrued benefit for purposes of calculating accrued benefits under Section 3 2 of this Agreement.

9 7 Retirement City shall provide City Manager with membership in the California Public Employees Retirement System ("CalPERS") using the 2 5% at age 55 formula. City shall pay all portions of the annual CalPERS contribution.

9 8 Department Head Benefits Except as provided in Section 9 9 below, City Manager shall receive the same general employment benefits that have been approved by City's Council for other Department Head employees, as set forth in the City's Management Employee Personnel Rules and Resolution No. 97-93, as they now exist, or as the same may be amended or up-dated from time to time by City's Council.

9 9 No Additional Benefits City Manager shall not be entitled to any cost of living adjustments ("COLA") to compensation, if any, as are afforded Department Head employees or as the same may be modified for all Department Head employees by resolution of City's Council from time to time.

10 0 PROFESSIONAL DEVELOPMENT

10 1 Dues, Subscriptions, and Professional Development City agrees to budget and to pay for the professional dues and subscriptions of City Manager necessary for his participation in national, regional, state and local associations and organizations necessary and desirable for his professional participation, growth and advancement, and for the good of the City. The City hereby agrees to budget and to pay the travel and subsistence expenses of City Manager for professional and official travel, meetings and occasions adequate to the professional development of City Manager and to adequately pursue necessary official and other functions for the City including, but not limited to, the Annual Conference of the International City Management Association the State League of Municipalities and such other national, regional, state and local governmental groups, including the American Planning Association and committees thereof of which City Manager serves as a member.

10 2 Community participation is a necessary part of City Manager's duties and as such, City shall pay all necessary dues, fees, and expenses for City Manager to belong to one local civic service club to be selected by City Manager.

11 0 TRAVEL & MEETING EXPENSES

11 1 Out-of-Town Meeting & Seminars City agrees to reimburse City Manager the actual cost for registration, air or ground travel, lodging, and meals and other expenses incurred by City Manager while attending overnight out-of-town meetings or seminars related to his employment with City. To be eligible to receive reimbursement for meals and lodging for out-of-

town meetings or seminars City Manager must have budgeted funds available for such, and shall notify the Council in advance of attending such meetings and seminars

11 2 Local Meetings & Seminars City agrees to reimburse City Manager the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City

11 3 Incidental Expenses City agrees to reimburse City Manager the actual cost of those incidental expenses necessarily incurred by City Manager while engaged in the business of City upon the presentation of an appropriate receipt therefore

12 0 BONDING

The City shall bear the full cost of any fidelity or other bonds required of the City Manager by the Council or as required under any law or ordinance

13 0 AMENDMENT OF AGREEMENT

City agrees that any amendment, alteration, extension, or modification to this Agreement shall be in writing signed by the parties hereto, approved by the affirmative vote of three (3) members of the City Council with the written consent of City Manager

14 0 INDEMNIFICATION

For the purpose of indemnification and defense of legal actions, City Manager shall be considered an employee of the City and entitled to the same rights and subject to the same obligations as are provided for all other employees of the City as set forth in Sections 825 through 825 6 and Sections 995 throughout 996 6 of the California Government Code

15 0 GENERAL PROVISIONS

15 1 Entire Agreement This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, either oral or in writing between the parties with respect to the employment of City Manager by City and contains all of the covenants and agreements between the parties with respect to that employment Each party to this agreement acknowledges that no representations, inducements, promises or agreements orally or otherwise, have been made by either party or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement statement of promises not contained in this Agreement shall be valid or binding upon either party

15 2 Heirs and Assigns This Agreement shall be binding upon, and inure to the benefit of, the heirs at law and executors of the City Manager

15 3 Effect of Waiver The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or

power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times

15 4 Partial Invalidity If any provision in this Agreement is held by a court of competent jurisdiction to be invalid void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way

15 5 Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of California in full force and effect as of the date of execution

15 6 Independent Legal Advice City and City Manager represent and warrant to each other that each has received, to the extent desired, legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement and City and City Manager further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital This Agreement shall not be construed against the party or its representatives who drafted it, or who drafted any portion thereof

15 7 Conflicts Prohibited During the term of this Agreement City Manager shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict in any manner with the proper discharge of his or her duties under this Agreement City Manager shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq* , Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules Whenever any potential conflict arises or may appear to arise, the obligation shall be on City Manager to seek legal advice concerning whether such conflict exists and City Manager's obligations arising therefrom

15 7 Notices Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows

To City

Attn Mayor
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes CA 90275

w/copy to
City Attorney
c/o Aleshire & Wynder, LLP
2361 Rosecrans Avenue, Suite 475
El Segundo CA 90245

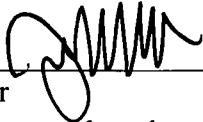
To City Manager

Ara Michael Mihranian, AICP
(Address on File With the City Clerk)

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service

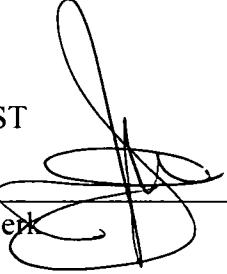
IN WITNESS WHEREOF, the CITY OF RANCHO PALOS VERDES has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized and City Manager has signed and executed this Agreement both in duplicate

CITY OF RANCHO PALOS VERDES



Mayor
Dated 2/12/20

ATTEST



City Clerk

APPROVED AS TO FORM



City Attorney

CITY MANAGER


Dated 2-12-2020

[END OF SIGNATURES – END OF AGREEMENT]

EXHIBIT "A"**AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE**

This Agreement of Separation Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Rancho Palos Verdes a general law city & municipal corporation (hereinafter referred to as "THE CITY") and _____ an individual (hereinafter referred to as "EMPLOYEE")

RECITALS

WHEREAS EMPLOYEE was hired by THE CITY as an at-will City Manager effective _____ serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT") EMPLOYEE is currently _____ years old

WHEREAS, THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY including but not limited to its elected and non-elected officials employees, attorneys and agents Accordingly the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto including any provided under THE CONTRACT

WHEREAS in accordance with this AGREEMENT and with applicable state and federal laws EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") the Employee Retirement Income Security Act of 1974 ("ERISA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

NOW THEREFORE and in consideration for the promises waivers and releases contained herein the Parties agree as follows

AGREEMENT**1 RECITALS**

All of the Recitals listed above are material provisions of this AGREEMENT and are deemed true by the Parties and incorporated herein by this reference

2 CONSIDERATION

In exchange for the waivers and releases set forth herein, THE CITY shall provide EMPLOYEE the following consideration

2.1 EMPLOYEE shall receive payment to him or her at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT and/or all other

wage compensation/benefits owed to EMPLOYEE upon separation of employment as required by law or THE CONTRACT or any other agreement with THE CITY

22 In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance settlement and release in the form of a lump sum amount of _____ and _____ cents (\$ _____ 00) as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address on file with THE CITY via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT. This payment shall be subject to normal and applicable state and federal withholdings as determined appropriate by THE CITY.

23 In exchange for the severance payment provided for herein EMPLOYEE and on behalf of EMPLOYEE's spouse heirs, representatives successors and assigns hereby releases, acquires and forever discharges THE CITY and each of its predecessors, successors assigns officials employees representatives agents, insurers, attorneys, and all persons and entities acting by, through, under or in concert with any of them and each of them (hereinafter referred to as "THE CITY PARTIES") from any and all claims charges, complaints contracts understandings, liabilities obligations promises, benefits agreements, controversies costs, losses, debts expenses, damages actions, causes of action, suits, rights, and demands of any nature whatsoever known or unknown suspected or unsuspected which EMPLOYEE now has or may acquire in the future or which EMPLOYEE ever had relating to or arising out of any act omission, occurrence, condition event, transaction, or thing which was done omitted to be done, occurred or was in effect at any time from the beginning of time up to and including _____, _____ (hereinafter referred to collectively as "CLAIMS") without regard to whether such CLAIMS arise under the federal state or local constitutions, statutes rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include but are not limited to claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages overtime or benefits any claims of violation of the provisions of ERISA, COBRA or HIPAA any alleged breach of any duty arising out of contract or tort any alleged wrongful termination in violation of public policy any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal state or local law prohibiting breach of employment contract wrongful termination or employment discrimination based upon age race color, sex, religion handicap or disability national origin or any other protected category or characteristic and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act California Government Code sections 12,900 et seq the Americans With Disabilities Act Title VII of the Civil Rights Act of 1964 and any other federal state or local human rights civil rights, or employment discrimination or employee rights statute rule or regulation with the sole exception being any workers compensation claims.

3. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA")

29 U S C § 626 et seq Pub L 101-433 104 Stat 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary** By entering into this AGREEMENT EMPLOYEE acknowledges that he or she knowingly and voluntarily for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights EMPLOYEE may have under the ADEA and/or OWBPA EMPLOYEE further acknowledges that he or she has been advised and understands pursuant to the provisions of the ADEA and OWBPA, that

- (a) This waiver/release is written in a manner understood by EMPLOYEE,
- (b) EMPLOYEE is aware of, and/or has been advised of his rights under the ADEA and OWBPA and of the legal significance of his waiver of any possible claims he currently may have under the ADEA OWBPA and/or similar age discrimination laws
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA the OWBPA and similar age discrimination laws, but may in the exercise of his own discretion sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days,
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT
- (e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT,
- (f) EMPLOYEE has discussed this waiver and release with and been advised with respect thereto by, EMPLOYEE's counsel of choice, and that he or she does not need any additional time within which to review and consider this AGREEMENT,
- (g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT
- (h) Notice of revocation within the seven (7) day revocation period must be provided in writing to THE CITY pursuant to Paragraph 8 9 herein and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release ' and
- (i) This AGREEMENT shall not be effective until EMPLOYEE has signed the AGREEMENT and provided proof of same to THE CITY and seven (7) calendar days have passed since EMPLOYEE's execution and no revocation has been served by EMPLOYEE ("EFFECTIVE DATE")

4 UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above EMPLOYEE understands that California Civil Code § 1542 reads as follows

‘General Release--Claims Extinguished

‘A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her would have materially affected his or her settlement with the debtor or released party

EMPLOYEE hereby waives the protection of California Civil Code § 1542

5 WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 2 3 and 4 above

6 NON-CONFIDENTIALITY OF AGREEMENT

EMPLOYEE acknowledges that THE CITY is a public entity, and as such that THE CITY shall endeavor to but cannot promise to or otherwise keep the terms and conditions of this AGREEMENT confidential

7 REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to and agrees with each other party as follows

7 1 Advice of Counsel The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT that they have read this AGREEMENT, that they have had this AGREEMENT fully explained to them by such counsel or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect

7 2 No Fraud in Inducement No party (nor any officer agent employee representative or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT and neither party relies upon any statement representation, omission or promise of any other party in executing this AGREEMENT or in making the settlement provided for herein except as expressly stated in this AGREEMENT

7 3 Independent Investigation Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary

7 4 Mistake Waived In entering into this AGREEMENT each party assumes the risk of any misrepresentation concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it or that its understanding of the facts or of the law was incorrect such party shall not be entitled to any relief in connection therewith including without limitation on the generality of the foregoing any

alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be and is final and binding between the parties regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law or any other circumstance whatsoever.

75 Later Discovery The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention the releases given here shall be and remain, in effect as full and complete releases of all such matters notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

76 Indemnification EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from and against any and all claims, damages or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he or she shall be exclusively liable for the payment of all taxes for which he or she is responsible, if any, as a result of his or her receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority at any time as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

77 Future Cooperation & Consultation fees EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

78 Return of Confidential Information and Property Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his or her employment with THE CITY.

79 No Pending Claims and/or Actions EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court, that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT, and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE whenever or where ever filed, he or she will request such agency or court to withdraw from the matter forthwith.

710 Ownership of Claims EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the

CLAIMS released by EMPLOYEE thereunder will in the future be assigned conveyed or transferred in any fashion to any other person and/or entity

7 11 Enforcement Fees and Costs Should any legal action be required to enforce the terms of this AGREEMENT the prevailing party shall be entitled to reasonable attorneys fees and costs in addition to any other relief to which that party may be entitled

7 12 Authority Each party represents to the other that it has the right to enter into this AGREEMENT and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and by doing so, bind the party on whose behalf this AGREEMENT has been signed

8 MISCELLANEOUS

8 1 No Admission Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace

8 2 Governing Law This AGREEMENT has been executed and delivered within the State of California and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by the laws of the State of California

8 3 Full Integration This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing signed by the parties hereto

8 4 Continuing Benefit This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto their respective agents spouses employees representatives officials attorneys assigns heirs and successors in interest

8 5 Joint Drafting Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence in any construction to be made of this AGREEMENT the parties agree that same shall not be construed against any party

8 6 Severability In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction the invalidity of any such term covenant, condition, provision or agreement shall in no way affect any other term covenant, condition provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect

8 7 Titles The titles included in this AGREEMENT are for reference only and are not part of its terms nor do they in any way modify the terms of this AGREEMENT

8 8 Counterparts This AGREEMENT may be executed in counterparts and when each party has signed and delivered at least one such counterpart each counterpart shall be deemed an

original and when taken together with other signed counterparts shall constitute one AGREEMENT which shall be binding upon and effective as to all parties

89 Notice Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail or personal delivery, at the noticing party's discretion and addressed to the parties as set forth below. Notices shall be deemed, for all purposes to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE

At EMPLOYEE's home address on file with THE CITY

As to THE CITY:

Mayor
City of Rancho Palos Verdes
30940 Hawthorne Boulevard
Rancho Palos Verdes CA 90275

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk. EMPLOYEE has signed and executed this Agreement and the attorneys for THE CITY and EMPLOYEE if any have approved as to form as of the dates written below

DATED _____

EMPLOYEE

By _____
[NAME]

THE CITY

DATED _____

By _____
Mayor

ATTEST.

City Clerk

APPROVED AS TO FORM.

ALESHIRE & WYNDER LLP

By _____
City Attorney

[EMPLOYEE's LAW FIRM]

By _____
[Counsel]