

**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 ~~strike through~~ & 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.

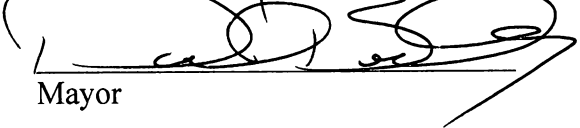
4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

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

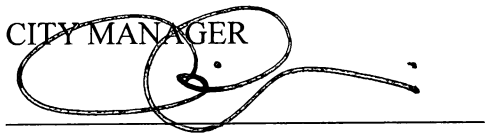
ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

CITY MANAGER



Dated: 2/15/2022

[END OF SIGNATURES]