

CITY MANAGER EMPLOYMENT AGREEMENT

BETWEEN

CITY OF GLENDORA & ADAM RAYMOND

This CITY MANAGER EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this 14th day of August, 2018, by and between the City Council of the CITY OF GLENDORA, acting as the legally constituted governing body of the City of Glendora, the Successor Agency to the Dissolved Glendora Redevelopment Agency and the Glendora Public Financing Authority (hereinafter referred to collectively as the "City"), and Mr. ADAM RAYMOND, an individual (hereinafter referred as the "City Manager").

RECITALS

WHEREAS, it is the desire of the City Council of City (hereinafter the "Council") to employ an individual to serve in the position of City Manager as prescribed by state law and Title 2, Chapters 2.08 and 2.09 of the City's Municipal Code; and

WHEREAS, it is the desire of the 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, the 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:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 City hereby employs Mr. ADAM RAYMOND 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 Glendora Redevelopment Agency.

1.2 City Manager shall focus his or her 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.

1.3 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.

2.0 TERM

2.1 Commencement & Effective Date. City Manager shall commence his or her services at 8:00 a.m., Pacific daylight savings time, on September 4, 2018 which shall also be deemed the Effective Date of this Agreement.

2.2 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 2.3 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 3.0 or 4.0 of this Agreement, and upon the affirmative vote of three (3) members of City's City Council.

2.3 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 Glendora Municipal Code (except as noted Section 2.4 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.

2.4 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, Chapter 2.08 to require the following:

"Council may not terminate the employment of City Manager for a period of sixty (60) consecutive days prior to or following any election to fill any three (3) seats on the City Council."

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, and ending at midnight Pacific daylight savings time on September 3, 2021, 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.

2.6 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.

3.0 SEVERANCE

3.1 Probationary Period -- No Severance Payment. Should City elect to terminate this Agreement, and the service of City Manager thereunder, at or prior to completion of an initial probationary period of twelve (12) months from and after the Effective Date, City Manager shall not be entitled to any severance payment from City.

3.2 Severance. City Manager shall have the severance rights provided hereinafter. The severance rights provided in this Section 3.0 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.

3.3 Termination For Cause. If the Council terminates City Manager for cause, as defined in Section 4.0, 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 4.0, 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.

3.4 Termination Without Cause. If the City's City Council terminates City Manager for its convenience, and without cause, before the expiration of the term of employment but after the completion of the Probationary Period, 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). 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. Government Code § 53260 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 or she 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 or her services rendered hereunder at an annual salary of TWO HUNDRED NINE THOUSAND DOLLARS (\$209,000.00) 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 Initial & Annual Salary Review. City and City Manager agree to conduct an initial salary review at the expiration of six (6) months of City Manager's employment and, thereafter, 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 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 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 9.6 of this Agreement.

5.4 Deferred Compensation. City participates in a so-called "Section 457" deferred compensation plan with either Nationwide or Voya but does not contribute to such plan. City Manager is authorized to participate in such plan at his sole cost and expense.

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 2018. 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 a flexible health insurance (cafeteria) plan in the sum of Eight Hundred Twenty Dollars (\$820.00) plus one and one half percent (1.5%) of City Manger's monthly base salary per month. City Manager may convert any of such unused health insurance funds into a cash stipend, payable in installments at the same time as other Department Head employees of City are paid, provided that City Manager presents evidence of alternative medical coverage to the reasonable satisfaction of City. City Manager's election to of a cash stipend shall occur, if at all, annually in conjunction with City's open-enrollment period for medical benefits.

7.3 City shall provide a vision insurance plan for City Manager only.

7.4 City shall pay long-term disability insurance that would provide City Manager a disability payment of two-thirds of City Manager's base salary or Five Thousand Dollars (\$5,000.00) which ever amount is less.

7.5 City shall pay all of City Manager's current whole life insurance policy premiums during the term of this Agreement. During the term of this Agreement, the death benefit payable on the life insurance policy shall be capped at the maximum sum of Fifty Thousand Dollars (\$50,000.00) with City being named as beneficiary under such policy.

8.0 AUTOMOBILE, CELLULAR TELEPHONE

8.1 Car Allowance. City Manager shall be afforded a Six Hundred Fifty Dollar (\$650.00) per month vehicle allowance in full compensation for the usage of City Manager's personal vehicle for City-related business.

8.2 Cellular Telephone. City Manager shall be afforded a cellular telephone for his or her use in conducting City's business and to pay all of the cellular telephone bills during the term of this Agreement.

9.0 VACATION, SICK LEAVE, EXECUTIVE LEAVE & OTHER BENEFITS

9.1 Vacation Leave. As of the effective date of this Agreement, City Manager shall be deemed to have accrued Forty (40) hours of vacation leave with City. From and after the effective date of this Agreement, City Manager shall accrue vacation leave on a monthly basis up to a maximum of One Hundred Twenty (120) hours total of accrued vacation time, as the same may be modified from time to time by amendment to this Agreement. City Manager shall be allowed to "cash out" up to a maximum of Forty (40) hours of unused vacation leave during December of any calendar year.

9.2 Sick Leave. As of the effective date of this Agreement, City Manager shall be deemed to have accrued Thirty (30) hours of sick leave with City. City Manager shall accrue additional sick leave at a rate of 3.69 hours per pay period. 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. From and after the effective date of this Agreement, 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 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 Council from time to time.

9.6 Executive Leave. As of the effective date of this Agreement, City Manager shall be deemed to have accrued Twenty-Four (24) hours of annual executive leave with City. From and after the effective date of this Agreement, City Manager shall accrue executive leave at the maximum rate of Forty (40) hours per year. Executive 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 2.0% at age 60 formula. City

Manager shall reimburse City for his portion of the CalPERS contribution not to exceed seven percent (7.0%) pursuant to Glendora Resolution No. 02-64. City shall pay all of its portion of the CalPERS contribution.

9.8 Relocation Assistance. In the event City Manager determines to relocate his principal residence to the City of Glendora, City agrees to reimburse to City Manager the reasonable costs of relocating his family and household to Glendora, California, in an amount not to exceed Ten Thousand Dollars (\$10,000.00) upon presentation of relocations expenses which are reviewed and reasonably approved by City.

9.9 No Additional Benefits. Unless otherwise specified to the contrary in this Agreement, City Manager shall not be entitled to such additional benefits, including 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 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 or her participation in national, regional, state and local associations and organizations necessary and desirable for his or her 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 and committees thereof 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 obtain advance approval of the Council where practical to do so, or in the event such approval cannot be timely obtained, advance approval from the Mayor.

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 Glendora
116 E. Foothill Blvd.
Glendora, CA 91741-3380

To City Manager:

Adam Raymond
1454 Century Avenue
Riverside, CA 92506

w/copy to:

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

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.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the CITY OF GLENDORA 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.

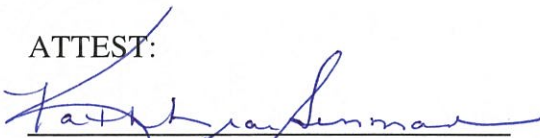
CITY OF GLENDORA



MENDELL THOMPSON, Mayor

Dated: 8/14/18

ATTEST:



KATHLEEN R. SESSMAN, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP



WILLIAM WYNDER, City Attorney

CITY MANAGER



ADAM RAYMOND

Dated: 8/14/2018

[END OF SIGNATURES – END OF AGREEMENT]