

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 GLENDORA & ADAM RAYMOND," entered into August 14, 2018 (the "Employment Agreement"), is made by and between the CITY OF GLENDORA, a general law city & municipal corporation ("City") and Mr. ADAM RAYMOND, an individual (hereinafter referred as the "City Manager"), and is effective as of the 27th day of August, 2019.

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 Title 2, Chapters 2.08 and 2.09 of City's Municipal Code.

B. Pursuant to Section 5.2 of the Employment Agreement, City and City Manager agreed to conduct an initial salary review at the expiration of six (6) months of City Manager's initial employment and, thereafter, an annual salary review concurrently with the annual performance evaluation.

C. City Manager voluntarily agreed to defer the conducting the six (6) month salary review required by Section 5.2 of the Employment Agreement for an additional period of six (6) months.

D. On August 13, 2019, City's City Council undertook the salary review required by the Section 5.2 of the Employment Agreement during a lawfully convened closed session scheduled by City Manager.

E. 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. "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)~~ ***Twelve (12)*** months' base salary; and (2) continuation of City Manager's health benefits as of the time of termination, for ~~six (6)~~ ***Twelve (12)*** 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)~~ *Twelve (12)*. 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."

b. "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)~~ *TWO HUNDRED TWENTY EIGHT THOUSAND DOLLARS (\$228,000.00)* as *the same* 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."

c. "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 *Amendment No. 1*, City Manager shall accrue vacation leave on a monthly basis up to a maximum of ~~One Hundred Twenty (120)~~ *One Hundred Sixty (160)* 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)~~ *Eighty (80)* hours of unused vacation leave during December of any calendar year."

2. **Continuing Effect of Employment Agreement.** Except as amended by this Amendment No. , 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.

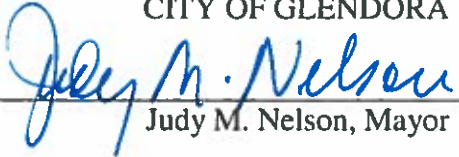
5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such 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.

CERTIFY AVAILABILITY OF FUNDS:



June Overholt, Finance Director

CITY OF GLENDORA


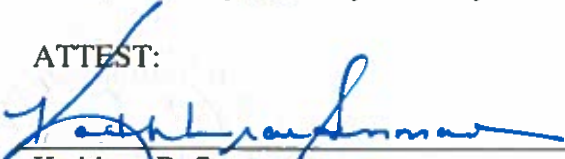
Judy M. Nelson, Mayor

APPROVED AS TO FORM:




William W. Wynder, City Attorney

ATTEST:



Kathleen R. Sessman
City Clerk/Communications Director

CITY MANAGER


Adam Raymond, an Individual