

**SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN CITY OF LAWNSDALE & STEPHEN N. MANDOKI**

This SECOND AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN CITY OF LAWNSDALE & STEPHEN N. MANDOKI (the "Second Amendment") is made and entered into this 2nd day of September, 2014, by and between the CITY OF LAWNSDALE, a municipal corporation (herein "City") and STEPHEN N. MANDOKI, an individual (herein "City Manager").

RECITALS

WHEREAS, City and City Manager entered into that certain Agreement entitled "CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN CITY OF LAWNSDALE & STEPHEN N. MANDOKI" (the "Agreement") on or about April 18, 2011; and

WHEREAS, the City and the City Manager amended the Agreement on or about September 19, 2011 to provide for salary increases and to make necessary changes with respect to pension reform; and

WHEREAS, it is the desire of the City and the City Manager desire to further amend the Agreement as set forth in this Second Amendment.

AGREEMENT

NOW, THEREFORE, it hereby agreed that the Agreement, as amended, is further amended in the following particulars only:

SECTION 1. The first paragraph of Section 5.1 of the Agreement, entitled "Annual Compensation," is replaced to read as follows:

"City Manager shall receive, a 1% salary increase, effective January 1, 2015, bringing his annual salary from his current salary of \$183,33.02 to \$185,165.00, payable in installments at the same time that the City's Central Management Employees are paid, commencing on the effective date of this Agreement. Additionally, City Manager shall receive a 3% salary increase, effective July 1, 2015, and a 3% salary increase, effective July 1, 2016 (collectively, "Salary Increases"). Such Salary Increases are based upon anticipated future revenue from the State of California related to dissolution of the City's former redevelopment agency. Accordingly, such Salary Increases shall be subject to further review and amendment based on the City's ability to pay for the same without using General Fund reserves in the event the revenue currently anticipated from the State of California is not obtained by the City."

SECTION 2. Section 5.3 of the Agreement, entitled "Effectuating Salary Adjustment," is replaced to read as follows:

"City and City Manager agree that the affirmative vote of three (3) members of the City Council will be required to effectuate an adjustment in the salary paid to City

Manager beyond those adjustments already contained herein. In addition, pursuant to Assembly Bill 1344, City and City Manager acknowledge and agree that this Agreement may not provide for an automatic renewal with an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of those limits set forth in Government Code §§ 3511.1 and 3511.2.”

SECTION 3. Section 7.2(a) of the Agreement is replaced to read as follows:

“City Manager shall receive a Flexible Benefits Contribution per month in the amount of One Thousand One Hundred Eighty Dollars and Thirty-six Cents (\$1,180.36). If City manager does not take medical, dental or vision insurance through the program offered by the City, City Manager shall receive \$1,180.36 per month in lieu of the flexible benefits contribution. However, as a condition of receiving such amount, City Manager must provide evidence, satisfactory to the City, that he has medical insurance coverage comparable to coverage available through the City program. The Flexible Benefit Contribution for City Manager will be increased to an amount equal to one hundred dollars (\$100) more than the amount approved for Mid-Management Employees in the event the City increases the Flexible Benefit Contribution amount for Mid-Management Employees.”

SECTION 4. Section 8.1 of the Agreement, entitled “PERS,” is replaced to read as follows:

“The City is a contract member of the California Public Employees' Retirement System ("CalPERS"). Such membership shall be maintained and City Manager eligibility, classification, contributions, and benefits are as prescribed in the contract between the City and CalPERS heretofore approved by the City Council. The City does not elect and shall not be required to pay any part of City Manager's employee member contributions known informally as Employer Paid Member Contributions (EPMC) as allowed under Government Code Section 20691. Accordingly, City Manager shall pay the entire member contribution required under the City's benefit formula, which is the two percent (2%) at 55 formula.”

SECTION 5. A new section, Section 18.7, entitled “AB 1344,” shall be added to the Agreement as follows:

“Assembly Bill 1344 was enacted as a means to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. AB 1344 also requires that contracts between a local agencies and its employee include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency (California Government Code §§ 53243 - 53243.4). These sections are set forth in full in Exhibit “A” attached hereto and incorporated herein.

Accordingly, the parties agree that it is their mutual intent to fully comply with the Government Code sections that are part of AB 1344 and all other applicable law as it

exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, AB 1344 includes the following Government Code sections which are hereby incorporated by this Agreement:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

City Manager has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to City Manager, including that City Manager agrees that any cash settlement or severance related to the termination that City Manager may receive from the City shall be fully reimbursed to the local agency if City Manager is convicted of a crime involving an abuse of his or her office or position."

SECTION 6. A new section, Section 18.8, entitled "Application of Government Code Section 53260(a)," shall be added to the Agreement as follows:

"The provisions of the Government Code section 53260(a), as set forth in full in Exhibit "A" attached hereto, are incorporated herein and shall apply to this Agreement."

SECTION 7. An exhibit, entitled "**Exhibit A**" shall be added to the Agreement to read as follows:

"GOVERNMENT CODE SECTIONS 53243-53243.4 and 53260(a)

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided

for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

53260. (a) All contracts of employment between an employee and a local agency employer shall include a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

GOVERNMENT CODE SECTIONS 3511.1-3511.2

3511.1. As used in this chapter, the following definitions apply:

(a) "Compensation" means annual salary, stipend, or bonus, paid by a local agency employer to a local agency executive.

(b) "Cost-of-living" means the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations.

(c) "Local agency" means a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, or other local public agency.

(d) "Local agency executive" means any person employed by a local agency who is not subject to the Meyers-Milias-Brown Act (Chapter 10 (commencing with Section 3500)), Chapter 5 (commencing with Section 45100) of Part 25 of Division 3 of Title 2 of the Education Code, or Chapter 4 (commencing with Section 88000) of Part 51 of Division 7 of Title 3 of the Education Code, and who meets any of the following requirements:

- (1) The person is the chief executive officer, a deputy chief executive officer, or an assistant chief executive officer of the local agency.
- (2) The person is the head of a department of a local agency.
- (3) The person's position within the local agency is held by an employment contract between the local agency and that person.

3511.2. 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."

SECTION 8. Except as expressly provided for in this Second Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this First Amendment as of the date first written above.

CITY:

Robert Pullen-Miles, Mayor

ATTEST:

Bernadette Suarez, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP



Tiffany J. Israel, City Attorney

CITY MANAGER:
Stephen N. Mandoki



[END OF SIGNATURES]

**FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN CITY OF LAWNSDALE & STEPHEN N. MANDOKI**

This FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN CITY OF LAWNSDALE & STEPHEN N. MANDOKI (the "First Amendment") is made and entered into this 19th day of September, 2011, by and between the CITY OF LAWNSDALE, a municipal corporation (herein "City") and STEPHEN N. MANDOKI, an individual (herein "City Manager").

RECITALS

WHEREAS, City and City Manager entered into that certain Agreement entitled "CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN CITY OF LAWNSDALE & STEPHEN N. MANDOKI" (the "Agreement") on or about April 18, 2011; and

WHEREAS, it is the desire of the City and the City Manager desire to amend the Agreement, as set forth in this First Amendment.

AGREEMENT

NOW, THEREFORE, it hereby agreed that the Agreement, as amended, is further amended in the following particulars only:

SECTION 1. Section 5.1 of the Agreement, entitled "Annual Compensation: is replaced to read as follows:

"Upon commencement of this Agreement, City agrees to pay City Manager an annual salary of One Hundred Sixty-Nine Thousand Five Hundred Dollars (\$169,500.00), payable in installments at the same time that the City's Central Management Employees are paid, commencing on the effective date of this Agreement.

In addition, at all times during the term of this Agreement, the salary of City Manager shall be a minimum of five percent (5%) higher than the salary of the next highest paid position in the City, as said second highest paid position may be increased from time to time.

Effective July 1, 2011, City agrees to pay City Manager an annual salary of One Hundred Seventy-Six Thousand Two Hundred Eighty Dollars (\$176,280.00), payable in installments at the same time that the City's Central Management Employees are paid. Effective July 1, 2012, City agrees to pay City Manager an annual salary of One Hundred Eighty-Three Thousand Three Hundred Thirty-Two Dollars (\$183,332.00), payable in installments at the same time that the City's Central Management Employees are paid. Effective July 1, 2013, City agrees to provide the City Manager an annual salary adjustment equal to any salary increase that is provided to the City's Central Management Employees and said adjustment shall be payable in installments at the same time that the City's Central Management Employees are paid."

SECTION 2. Section 7.2(a) of the Agreement is replaced to read as follows:

"City Manager shall receive a Flexible Benefits Contribution per month in the amount of \$1,062.33. If City Manager does not take medical, dental or vision insurance through the program offered by the City, City Manager shall receive \$1,062.33 per month in lieu of the flexible benefits contribution. However, as a condition of receiving such amount, City Manager must provide evidence, satisfactory to the City, that he has medical insurance coverage comparable to coverage available through the City program. As of October 1, 2011, the Flexible Benefits Contribution for the City Manager will be increased to \$1,162.33. As of July 1, 2012, the Flexible Benefits Contribution for the City Manager will be increased to an amount equal to one hundred dollars (\$100) more than the amount approved for Mid-Management Employees. As of July 1, 2013, the Flexible Benefits Contribution for the City Manager will again be increased to an amount equal to one hundred dollars (\$100) more than the amount approved for Mid-Management Employees."

SECTION 3. Section 8.1 of the Agreement, entitled "PERS" is replaced to read as follows:

"City agrees to pay City Manager's share of all required contributions to CalPERS not to exceed seven percent (7%) of City Manager's salary in effect at the time of the payment (or such greater percentage, if any, as may be accorded to any City employee bargaining unit), calculated with a two percent (2%) at 55 formula. The payments will be reported as being those of the City Manager and credited to his individual account with PERS.

Commencing with the payroll period after the City Council's passage of the Memorandum of Understanding Between The City of Lawndale and Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO July 1, 2011 – June 30, 2014, the City shall pay the City Manager share of all required contributions to CalPERS equal to three percent (3%) of the City Manager's base compensation as defined by the Public Employees' Retirement Law, Government Code Section 20000, *et seq.*

Effective September, 2011, City Manager shall pay four percent (4%) of his base compensation as defined by the Public Employees' Retirement Law, Government Code Section 20000, *et seq.* The City will continue to report these payments as being those of the City Manager so that the payments will be credited to the City Manager's individual account with CalPERS.

Effective July 1, 2012, City Manager shall pay an additional three percent (3%) of the entire member contribution, which is currently seven percent (7%) of his base compensation as defined by the Public Employees' Retirement Law, Government Code Section 20000, *et seq.*

SECTION 4. Except as expressly provided for in this First Amendment, all other provisions of the Agreement, as amended, shall remain in full force and effect.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have executed and entered into this First Amendment as of the date first written above.

CITY:

[REDACTED]

Harold E. Hofmann, Mayor

ATTEST:

[REDACTED]

Paula Hartwill
Paula Hartwill, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

[REDACTED]

Tiffany J. Israel, City Attorney

CITY MANAGER:

Stephen N. Mandoki

[REDACTED]

[END OF SIGNATURES]

CITY MANAGER EMPLOYMENT AGREEMENT

BETWEEN

CITY OF LAWNSDALE & STEPHEN N. MANDOKI

This City Manager Employment Agreement ("Agreement"), is made and entered into the 18th day of April, 2011 by and between the City of Lawndale of California, a municipal corporation ("City"), and Stephen N. Mandoki ("City Manager").

A G R E E M E N T

1.0 EMPLOYMENT & DUTIES

City hereby agrees to employ Stephen N. Mandoki 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 the City Council shall, from time to time, direct or assign. The City Manager agrees to work the same schedule as City's Central Management Employees.

2.0 TERM

2.1 Employment Status. City Manager understands and agrees that he is an "at-will" employee serving at the pleasure of City and subject to summary dismissal without any right of notice or hearing, including any *Skelly* hearing. City may terminate the employment of City Manager at any time, with or without cause, upon compliance with the severance provisions set forth in Section 3.0 of this Agreement, upon an affirmative vote of three (3) members of the City Council. City Manager further understands and agrees that City Council retains the right to employ, review, and terminate, through lay-off or otherwise, all employees who are governed by City's resolution regarding Central Management Employees, as the same may be amended from time-to-time.

2.2 Term. The term of this Agreement shall begin on April 25, 2011. This Agreement may be terminated without cause at any time by either party, subject to the requirements of Sections 2.1, 4.0, or 14.0 of the Agreement.

2.3 FLSA Exempt Status. City Manager agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

3.0 SEVERANCE

3.1 Severance Pay.

(a) Except as provided in Section 4.0, hereafter, should City elect to terminate or not extend this Agreement, and the services of City Manager there under, City shall, upon the effective date of such termination, pay to City

Manager severance pay in a sum equal to five (5) months ("Severance Period") salary as defined in Section 5.0 hereinafter as and for severance pay; and

(b) City is currently a member of the California Joint Powers Insurance Authority (hereinafter the "CJPIA") which makes available to City Manager an additional six (6) months of compensation and COBRA benefits according to the terms and conditions of the CJPIA'S Special Liability Protection Program. The terms and conditions of the CJPIA's Special Liability Protection Program ("CJPIA Program") may vary from time to time. The terms and conditions of the CJPIA Program, if any, in effect at the time of termination of City Manager's employment will govern. If, at the time of City's termination of City Manager's employment, City is no longer a member of CJPIA, this paragraph shall not apply, and the benefit, if any, available to City Manager under the CJPIA Program shall be determined at the time of City's termination of City Manager, if at all.

3.2 Payment For Accrued Benefits. Except as provided for in Section 9.0, upon the termination of this Agreement, and the services of City Manager thereunder, City shall pay to City Manager the cash equivalent of all vacation and sick leave then accrued. Such cash equivalent shall be calculated by dividing City Manager's then-prevailing annual salary by 2080 hours and by multiplying the resulting quotient by the number of hours accrued (but unused) vacation and/or sick leave, as the case may be.

3.3 Sole Rights. The severance rights provided in this Section 3.0 shall constitute the sole and only entitlement of City Manager in the event of the termination, other than for cause, or non-extension of this Agreement, and the services of City Manager hereunder, and City Manager expressly waives any and all other rights except as provided herein.

4.0 TERMINATION FOR CAUSE

Should City Manager commit any illegal or unethical act involving personal gain to him, gross insubordination, misfeasance, or malfeasance, City may terminate this Agreement, and the services of City Manager thereunder, and shall have no obligation to pay severance as provided for in Section 3.1(a) above.

5.0 SALARY

5.1 Annual Compensation. During the first year of this Agreement, City agrees to pay City Manager an annual salary of One Hundred Sixty-Nine Thousand Five Hundred Dollars (\$169,500.00), payable in installments at the same time that the City's Central Management Employees are paid, commencing on the effective date of this Agreement. In addition, at all times during the term of this Agreement, the salary of City Manager shall be a minimum of five percent (5%) higher than the salary of the next highest paid position in the City, as said second highest paid position may be increased from time to time.

5.2 Annual Salary Review. City and City Manager agree to conduct a salary review, concurrent with the annual performance evaluation set forth in Section 6.1, to consider providing the City Manager with salary and benefits in addition to those amounts and types of compensation set forth herein.

5.3 Effectuating Salary Adjustment. City and City Manager agree that the affirmative vote of three (3) members of the City Council will be required to effectuate an adjustment in the salary paid to City Manager beyond those adjustments already contained herein.

6.0 PERFORMANCE EVALUATION

6.1 Annual Evaluation. The City Council shall undertake an annual review of the performance of City Manager utilizing a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by City and City Manager. The process shall, at a minimum, include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. Any written evaluation should be completed and delivered to City Manager within 30 days of the evaluation meeting.

7.0 HEALTH AND WELLNESS

7.1 Medical Benefits. Medical benefits shall be under the California Public Employees' Retirement System ("CalPERS") medical program.

7.2 Flexible Benefits Plan. The City shall provide a flexible benefit plan as follows:

(a) City Manager shall receive a Flexible Benefits Contribution per month in the amount of \$1,062.33. If City Manager does not take medical, dental or vision insurance through the program offered by the City, City Manager shall receive \$1,062.33 per month in lieu of the flexible benefits contribution. However, as a condition of receiving such amount, City Manager must provide evidence, satisfactory to the City, that he has medical insurance coverage comparable to coverage available through the City program.

(b) The Flexible Benefits contribution consists of discretionary allocations which may be applied to City sponsored programs. Discretionary allocations are to be made in accordance with program/City requirements including restrictions as to the time when changes may be made in allocations to the respective programs. City Manager may allocate any remaining amount of Flexible Benefit among the following City sponsored programs:

- (1) Dependent Insurance
- (2) Additional Life Insurance
- (3) Deferred Compensation
- (4) Section 125 Program

The City shall continue to contribute the full amount of the premium in addition to the Flexible Benefits Plan as follows:

(a) The City shall contribute the full amount of the premium for City Manager for a \$100,000 term life insurance.

(b) The City shall contribute the full amount of the premium for City Manager for Long-Term Disability insurance.

(c) The City shall contribute the full amount of the premium for City Manager for an Employee Assistance Program.

7.3 Section 125 Program. Upon implementation, the Section 125 Program will be in full force and effect unless changed by mutual written agreement of the City and City Manager. The 125 Program shall be administered through a mutually agreed upon vendor provided that the City retains the right to change administrators for cause. Participation in the Section 125 Program is voluntary and such costs as may attend participation are to be paid by the employee.

8.0 RETIREMENT

8.1 PERS. City agrees to pay City Manager's share of all required contributions to CalPERS not to exceed seven percent (7%) of City Manager's salary in effect at the time of the payment (or such greater percentage, if any, as may be accorded to any City employee bargaining unit), calculated with a two percent (2%) at 55 formula. The payments will be reported as being those of the City Manager and credited to his individual account with PERS.

8.2 Deferral Compensation. The City shall make available to the City Manager a deferred compensation program under the International City Management Association Retirement Corporation and Public Employees Benefit Services Corporation's deferred compensation program. Said program shall be for voluntary contributions by the City Manager. The City shall match the City Manager's contribution to this deferred compensation program on a dollar per dollar basis, with a maximum City contribution of \$7,750 per calendar year.

9.0 VACATION, ADMINISTRATIVE, SICK AND OTHER LEAVES

Whenever City Manager will be out of the office for less than four (4) consecutive business days, City Manager shall give advance notice of his absence to the Mayor, stating the reason for the absence, and shall appoint an Acting City Manager to act as the City Manager for the duration of his absence. Whenever City Manager will be out of the office for more than four (4) consecutive business days, City Manager shall give advance notice of his absence to the City Council, stating the reason for the absence, and shall appoint an Acting City Manager to act as the City Manager for the duration of his absence.

9.1 Vacation Leave. Upon the Effective Date of this Agreement as described in Section 2.2, City Manager shall be given eight (8) days of vacation leave which City Manager shall thereafter earn at the rate of ten (10) paid hours per month of employment. After ten (10) months of employment with the City, City Manager will have earned the original 8 days

of vacation and shall thereafter commence to accrue additional vacation leave at the rate of ten (10) paid hours per month of employment during his first through fifth year of employment (120 hours annually). City Manager shall thereafter accrue vacation leave at the rate of 13.3 paid hours per month of employment (159.60 hours annually). City Manager may accrue up to a maximum of four hundred seventy (470) hours of vacation leave. Vacation leave in excess of two hundred forty (240) hours may be converted into cash, up to two hundred forty (240) hours in one fiscal year.

9.2 Sick Leave. City Manager shall accrue sick leave at the rate of ten (10) hours per month (120 hours annually). City Manager may accrue up to a maximum of five hundred seventy-six (576) hours of sick leave. Each fiscal year, City Manager may convert up to sixty (60) hours of sick leave into cash, as long as such conversion will leave City Manager with a minimum balance of forty (40) hours of sick leave in City Manager's leave bank.

9.3 Administrative Leave. City Manager shall be granted eighty-nine (89) hours of Administrative Leave with pay each fiscal year (July 1 – June 30). City Manager shall be allowed to carryover a maximum of two hundred (200) hours of Administrative Leave and floating holiday time per fiscal year. City Manager may cash out up to forty (40) hours of leave per fiscal year.

9.4 Family Leave of Absence. The City will grant City Manager leave in accordance with the provisions of the Family and Medical Leave Act of 1993, P.L. 103, Government Code § 12945.2, and/or Labor Code § 233, as applicable.

9.5 Jury Duty. If City Manager is required to serve as a juror in any court of judicial action of this State or of the United States he shall be entitled to a leave of absence with pay during such period of jury duty. City Manager shall appoint an Acting City Manager to act as the City Manager for those dates of the jury duty. City Manager shall be required to report to work if the jury pool is dismissed and more than three (3) hours remain in his regular scheduled workday. City Manager shall be required to pay over to the City any amount he received for jury duty, exclusive of approved travel and subsistence.

9.6 Witness in Court. If City Manager is subpoenaed to appear as a witness in any court of judicial action of this State or of the United States, or before any administrative board or tribunal, on a matter directly related to his officially assigned duties with the City, he shall be granted leave with pay during the time that he is appearing as a witness. City Manager shall appoint an Acting City Manager for the date on which he is to serve as a witness. City Manager shall be required to pay over to the City any amount received for serving as a witness.

9.7 Emergency/Bereavement Leave. On the death or medical emergency of City Manager's spouse, domestic partner as defined by California law, natural or adopted child, step child, grandchild, brother, sister, parent, grandparent, parent-in-law, brother or sister-in-law, step-parent, step-brother, step-sister, or other relative living in the same household, the employee shall be granted emergency/bereavement leave for a period not to exceed forty (40) hours.

10.0 HOLIDAYS

City Manager shall be entitled to the same holidays granted to other Central Management Employees of City.

11.0 PROFESSIONAL DEVELOPMENT

11.1 Membership. City encourages City Manager's continued professional development and membership and shall provide payment of appropriate related costs for such activities, including membership in the California City Management Foundation and ICMA, as approved by the City Council.

12.0 TRAVEL AND MEETING EXPENSES

12.1 Out-of-Town Meetings & Seminars. City agrees to reimburse City Manager the actual cost for registration, 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. Moreover, 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.

12.2 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.

12.3 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.

12.4 Approval by City Council. To be eligible to receive reimbursement for the memberships, travel and other expenses incurred pursuant to Sections 11.1, 12.1 and/or 12.2 above, City Manager shall obtain advance approval of City Council where practical to do so or, in the event such approval cannot be timely obtained, advance approval from City's Mayor.

12.5 Use of City Pool Vehicles. The City Manager shall not be provided an auto allowance or the exclusive use of a take-home City vehicle. Instead, when necessary to attend meetings, conferences or any other City function in which travel by automobile is required for said purpose, the City Manager, like other City employees, may use a City pool vehicle.

13.0 BONDING

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

14.0 RESIGNATION

In the event that City Manager voluntarily resigns his position with the City, City Manager shall provide a minimum of forty-five (45) days notice unless the parties agree otherwise.

15.0 AMENDMENT OF AGREEMENT

City agrees not to change or amend the terms of this Agreement without three (3) affirmative votes of the City Council to do so and agreement by the City Manager acknowledged.

16.0 MUTUAL CONSENT

City and City Manager agree not to reduce the annual salary or other benefits herein without the mutual consent of the parties hereto.

17.0 INDEMNIFICATION

For the purposes 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 through 996.6 of the California Government Code.

18.0 GENERAL PROVISIONS

18.1 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 or promises not contained in this Agreement shall be valid or binding upon either party.

18.2 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.

18.3 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.

18.4 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.

18.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18.6 Independent Legal Advice. City and City Manager represent and warrant to each other that each has received 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 representative who drafted it, or who drafted any portion thereof.

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 officers thereunto duly authorized, and the City Manager has signed and executed this Agreement, both in duplicate.

CITY OF LAWNSDALE



Harold E. Hofmann, Mayor

ATTEST:



Paula
Paula Hartwig, City Clerk

APPROVED AS TO FORM:



Tiffany J. Israel, City Attorney

CITY MANAGER



Stephen N. Mandoki