

CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement dated ("Employment Agreement") is made and entered into this ____ day _____ of , 2011, by and between the City of Glendale, a California charter city and municipal corporation ("CITY"), and Scott W. Ochoa ("OCHOA").

WHEREAS, CITY, acting through its City Council, desires to engage OCHOA as its City Manager to perform the duties and responsibilities of City Manager outlined under the Glendale City Charter and Glendale Municipal Code; and

WHEREAS, OCHOA desires to be employed as the City Manager, commencing on January 3, 2012; and

WHEREAS, CITY and OCHOA desire to enter into this Employment Agreement to establish the terms of OCHOA's employment relationship with CITY.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Date of Appointment: OCHOA's is hereby appointed City Manager of CITY, effective on January 3, 2012 ("Appointment Date");

2. Salary:

a. OCHOA's base salary as City Manager shall be \$19,634 per month, commencing on the Appointment Date. OCHOA's salary shall be subject to withholding and other applicable taxes, and shall be payable to OCHOA at the same time as other employees of CITY are paid.

b. Any other cost of living, merit and/or other salary adjustments provided to OCHOA may be made annually, after a performance evaluation, in the sole discretion of the Glendale City Council.

3. Retirement: The City of Glendale is a member of the Public Employees Retirement System (PERS) and OCHOA's retirement formula shall be "2% at 55." The percentages of the employee's contribution and employer's contribution shall be as established by CITY ordinance for Executives hired after January 1, 2011. By way of reference, as of the date of this Employment Agreement, executive employees hired after January 1, 2011 shall pay the employee's share equal to seven percent (7%) of the employee's gross salary and the portion of the employer's share equal to three percent (3%) of gross salary.

4. Automobile Allowance: CITY shall pay OCHOA an automobile allowance consistent with the auto allowance program for Executives.

5. Benefits: OCHOA shall receive all benefits, including but not limited to medical, dental, vision, vacation, sick leave, life insurance, and executive leave, all in accordance with CITY ordinances, policies and programs applicable to Executives.

6. Duties and Powers of City Manager: OCHOA shall have, and shall carry out, the powers and duties of the City Manager as set forth in the Glendale City Charter, Glendale Municipal Code, and all ordinances, resolutions, motions, and administrative policies enacted thereunder. As the City Manager, OCHOA shall, subject to the Charter and civil service rules, engage in the recruitment and selection of appointed executives (except City Attorney and City Manager) to fill a vacancy in a position caused by termination, resignation, retirement or for any other reason. Other than to comply with applicable law (e.g. appropriating funds for an executive search firm) that would require Council approval of a specific action, the authority to recruit and select executives shall lie with OCHOA, subject only to the City Council's authority – under the City Charter – to either approve or reject the executive candidate to be appointed by the City Manager. The City Manager shall conduct annual evaluations of the performance of appointed executives (other than the City Attorney and City Manager). The City Council will not perform, or participate in the evaluations, but will hold OCHOA accountable for performing the evaluations and for ensuring that the executives are meeting the goals, policies and expectations of the City Council and the City Manager. OCHOA may, without advice, recommendation or objection from the City Council determine and provide pay adjustments anywhere within the salary ranges established for executive employees (except the City Manager, City Attorney, City Clerk and City Treasurer) pursuant to Resolution No. 11-179 or a successor classification and compensation resolution for executives. The provisions set forth in this Section 6 are set forth herein for the purpose of further defining the roles, duties and limitations of OCHOA and the City Council under the City Charter, Glendale Municipal Code and applicable City policy with respect to the matters referenced in this Section 6. A violation of any provision of this Section 6 shall not constitute a breach of this Employment Agreement and shall not give rise to any cause of action for declaratory, injunctive relief or any other form of judicial relief, or to any a claim or suit for damages. Nothing herein shall be construed as altering the at-will nature of the City Manager position for which OCHOA is being appointed, or limit the City's ability to terminate OCHOA's employment with the CITY, with or without cause, subject only to the limitations in the Charter or Glendale Municipal Code, and the provisions of Section 8 hereof.

7. Performance Evaluations:

a. Annual performance evaluations are an important way for the City Council and City Manager to ensure effective communications about expectations and performance.

b. The City Council recognizes that for OCHOA to respond to its needs and to grow in the performance of the City Manager's job, OCHOA needs to know how the City Council Members evaluate the City Manager's performance.

c. To assure that OCHOA gets this feedback, the City Council shall conduct an evaluation of OCHOA's performance at least once each year. CITY and OCHOA agree that performance evaluations, for the purpose of providing additional input and feedback, may occur quarterly or several times during each calendar year. The Parties may use an outside facilitator paid by CITY funds to assist them in conducting this evaluation, upon the mutual agreement of the City Council and OCHOA.

d. The annual evaluation shall occur between July 1 and mid-September of each year, to coincide with the completion of the CITY's budget adoption process.

e. During the annual evaluation process, OCHOA and the City Council will create goals or other outcome measures that will provide the basis for assessing the next year's performance.

f. The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and OCHOA. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation OCHOA.

g. The City Council and the City Manager shall define such goals and performance objectives as they mutually determine are necessary for the proper operation of the CITY for the attainment of the City Council's policy objectives, and the City Council and OCHOA shall further establish a relative priority among those goals and performance objectives.

h. The annual performance evaluation shall serve as a means of adjusting the City Manager's compensation, subject to the condition of the City's budget and approval of the City Council in its sole discretion.

8. Severance Terms: The position of City Manager is an at-will position. This Employment Agreement does not grant OCHOA any property interest in continued employment with the CITY. The above notwithstanding, should OCHOA's employment be involuntarily terminated by the CITY at any time, for any reason other than conviction of a felony or any illegal act involving moral turpitude or illegal personal gain to OCHOA, CITY shall pay OCHOA a severance in a lump sum amount equal to nine (9) calendar months severance pay consisting of salary and automobile allowance at the time of termination. In addition, CITY shall continue to provide all medical, dental and vision benefits as specified herein for a period of nine (9) calendar months following the date of termination and OCHOA shall be entitled to cash out or transfer all unused leave.

times in accordance with City ordinances, policies and programs applicable to other Executives at the time of termination.

9. Indemnification: CITY shall defend and indemnify OCHOA and pay any costs, legal fees, and judgments assessed against OCHOA arising out of an act or omission by OCHOA occurring in the course and scope of OCHOA's performance of his duties under this Employment Agreement. Notwithstanding the foregoing, however, CITY shall not be required to defend or indemnify OCHOA for claims, actions, damages, fees or actions when defense or indemnity is prohibited, restricted or limited by law, including without limitation California Government Code Sections 825 and 995.2 through 995.8.

10. Memberships, Conferences, Teaching and Speaking (Professional Development): CITY shall pay for OCHOA's membership in traditional organizations of benefit to a City Manager and the CITY, including the League of California Cities ("LCC") and International City Managers' Association ("ICMA"), and other organizations as determined necessary and appropriate by OCHOA for the professional enrichment of the City Manager and benefit to the City, subject to the Management Services Department budget. City shall pay for registration, travel, accommodations, meals, etc. for LCC and ICMA conferences and other conferences, as deemed reasonably necessary by the City Manager and subject to the departmental budget. CITY further agrees to pay for membership dues or other related costs associated with Glendale-related service or civic organizations to which OCHOA joins and that benefit Glendale, to the extent within the Management Services budget and consistent with the CITY's expense reimbursement policy. To the extent consistent with his duties and time commitments as City Manager, OCHOA may teach and/or speak occasionally in academic or training programs within his area of substantive expertise.

11. Moving Allowance: As a result of accepting the position as City Manager with the City of Glendale, OCHOA endeavors to relocate from his current residence to another residence that is in the City of Glendale. In consideration for said relocation, the CITY shall reimburse OCHOA's actual and reasonable moving expenses, not to exceed \$5,000.00, after submittal of receipts documenting said expenses. Moving expenses may include professional labor (other than family, relatives and friends), packing services, packing supplies, rented moving equipment, transport and insurance.

12. Integration of Agreement: This Employment Agreement contains the entire Agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties concerning OCHOA's employment. Each party to this Employment Agreement acknowledges that no representations, inducements, promises or agreements, oral or written, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

13. **Amendments:** Amendments to this Employment Agreement are effective only upon City Council and OCHOA's express written approval.

14. **Notices:** All notices pertaining to this Employment Agreement shall be sent to:

OCHOA: Scott Ochoa
At the most recent address on file in OCHOA's
personnel file held by the CITY.

CITY: City Clerk
City of Glendale
613 East Broadway, Suite 100
Glendale, California 91206

COPY TO: City Attorney
City of Glendale
613 East Broadway, Suite 220
Glendale, California 91206

Such notice shall be deemed made when personally delivered, transmitted by facsimile, or when mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

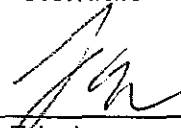
15. **Severability and Interpretation of Contract Terms:** It is the intent of the parties that the sentences, paragraphs and provisions of this Employment Agreement are severable. Should one or more sentences, paragraphs or provisions of this Employment Agreement be found to be unenforceable, the unenforceable sentences, paragraphs or provisions shall be severed and the remaining sentences, paragraphs or provisions shall be given full force and effect. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California and all applicable City Codes, Ordinances and Resolutions.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, CITY and OCHOA have caused this City Manager Employment Agreement to be executed this 8th day of November, 2011.

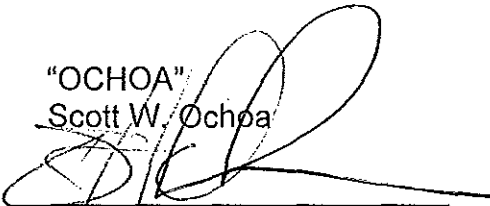
"CITY"
City of Glendale

Dated: 11/8/11

By: 

Laura Friedman
Mayor

Dated: 11/2/11

"OCHOA"
Scott W. Ochoa
By: 

Scott W. Ochoa