









## 6. PROFESSIONAL DEVELOPMENT EXPENSES

- A. In addition to the personal development allowance granted to executive managers (pursuant to the executive management salary resolution), CITY agrees to budget and to pay for the professional dues and subscriptions necessary to EMPLOYEE'S participation in national, state, regional and local associations and organizations which are necessary and desirable for continued professional participation, growth, and advancement and for the good of the CITY.
- B. CITY agrees to budget and pay for the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of the EMPLOYEE and to adequately pursue necessary official and other functions for CITY, including but not limited to the Annual Conference of the International City Management Association, the League of California Cities, and such other national, state, regional, and local government groups and committees thereof on which EMPLOYEE serves as a member. EMPLOYEE shall pay for all expenses of his spouse if his spouse accompanies him on such trips.

1)CITY agrees to budget and to pay for the travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars that are necessary for his professional development and for the good of the CITY as determined by the Mayor, in his or her reasonable discretion.

## 7. WORK SCHEDULE AND SUPERVISION

EMPLOYEE's work hours will be on a 9/80 work schedule with alternating Fridays off. EMPLOYEE's immediate supervisor will be the CITY's Mayor. EMPLOYEE will report to the entire City Council.

## 8. TERMINATION AND SEVERANCE

- A. EMPLOYEE is employed at the pleasure of the City Council and is an at-will employee. Subject to procedural requirements of the City Charter and this Agreement the City Council may terminate the employment relationship and this Agreement at any time, with or without cause.
- B. The CITY will provide the EMPLOYEE with no less than a 60 (sixty) day notice of intention to terminate his employment. Such notice can be provided at any time. Should the City Council choose to dismiss the EMPLOYEE during the first twelve months of his employment as City Manager and the EMPLOYEE is willing and able to perform his duties under this agreement, the CITY shall compensate the EMPLOYEE with an amount equivalent to six (6) months base salary in effect at the time of said dismissal and six (6)

months of medical and dental COBRA premiums at City expense (as long as EMPLOYEE is enrolled in a City-sponsored CalPERS medical plan and/or City-sponsored dental plan at the time of separation). After completing twelve months as City Manager, if the Council chooses to dismiss EMPLOYEE and he is willing and able to perform his duties under this agreement, the City shall compensate him with an amount equivalent to one year's base salary in effect at the time of said dismissal and one year of medical and dental COBRA premiums at City expense (as long as EMPLOYEE is enrolled in a City-sponsored CalPERS medical plan and/or City-sponsored dental plan at the time of separation).

- C. Notwithstanding the foregoing, if such severance payment exceeds the amount to be paid under Government Code §53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with the same. 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.
- D. If the EMPLOYEE is terminated before the expiration of the first 45 (forty-five) days after the installation of City Council members as a result of a regular municipal election, EMPLOYEE'S one year severance pay will be increased by the amount of time between the notice and the expiration of the 45 (forty-five) day period. For example, if notice of termination was provided on the tenth day after said installation, the severance period would be one year plus 35 (thirty-five) days.
- E. Should EMPLOYEE voluntarily resign from the CITY, the CITY will not be obligated to pay any severance upon his termination. Should EMPLOYEE be convicted of a felony, or have engaged in acts of malfeasance or misfeasance in the performance of his job duties, or have engaged in any act of moral turpitude, CITY will not be obligated to provide EMPLOYEE with more than 48 (forty-eight) hours' notice of its intention to terminate his employment, and shall not be obligated to pay any severance pay upon termination.
- F. Should EMPLOYEE terminate his employment with CITY, he shall provide at least 60 (sixty) days' notice in writing to the City Council unless such notice is waived in whole in or in part by the City Council.
- G. If the CITY provides notice in accordance with subparagraph B of Section 7, EMPLOYEE shall be compensated at full pay and benefits until his scheduled departure. If so requested by the City Council, EMPLOYEE shall continue to use his best efforts and skills to perform his duties during this period and shall fully cooperate with any successor designated by the City Council.

- H. If Employee is convicted of a crime involving an abuse of his office, any cash settlement related to the termination of EMPLOYEE, as provided and defined in Government Code Sections 53243 through 53244 that EMPLOYEE may receive from City, and City funds provided for EMPLOYEE'S criminal defense, if any, shall be fully reimbursed to City.
- I. To be eligible for severance pay, as identified in subparagraph B of Section 7, EMPLOYEE shall sign an acknowledgment and release of claims against the CITY. Such acknowledgment and release appears as Attachment "A" to this Agreement.

9. INDEMNIFICATION

CITY shall defend, hold harmless and indemnify EMPLOYEE against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of EMPLOYEE'S duties, in accordance with the provisions of California Government Code Section 825, and shall provide a defense in accordance with Government Code Sections 995, *et. seq.*, subject to the limitations and qualifications contained in said statutes. CITY may compromise and settle any such claim or suit and pay the amount of any settlement or judgment resulting therefrom. The obligation to defend and indemnify EMPLOYEE shall survive the termination or expiration of this Agreement as to liability during the term of employment.

10. BONDING

CITY shall bear the full costs of any fidelity or other bonds required of EMPLOYEE under any law, ordinance, regulation, contract, or covenant.

11. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council, in consultation with EMPLOYEE, may establish other terms and conditions of employment, as it may determine from time to time are in the best interests of the CITY, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law or regulation.

12. NOTICES:

Any notice required or permitted by this Agreement shall be given in writing and by personal delivery or prepaid first class, registered or certified mail, and addressed as follows:

TO CITY:           City Clerk  
                          City of Pasadena  
                          100 North Garfield Avenue  
                          Pasadena, CA 91101



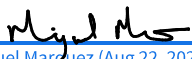


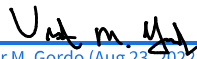
acknowledges that he has made an independent judgment upon the financial and legal effects of this Agreement and has not relied on any representation of CITY, its officers, agents or employees other than those expressly set forth in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and duly executed on its behalf by its MAYOR, and duly attested by its City Clerk, and EMPLOYEE has signed and executed this Agreement, as of the day and year first above written.


CITY OF PASADENA,

A municipal corporation


  
Miguel Márquez (Aug 22, 2022 14:31 PDT)  
MIGUEL MÁRQUEZ, EMPLOYEE

  
Victor M. Gordo (Aug 23, 2022 16:25 PDT)  
VICTOR M. GORDO, MAYOR

ATTEST:

  
Mark Jomsky (Aug 23, 2022 16:27 PDT)  
MARK JOMSKY, CITY CLERK

APPROVED AS TO FORM:

  
MICHELE BEAL BAGNERIS  
CITY ATTORNEY

**ATTACHMENT A**

**ACKNOWLEDGEMENT AND RELEASE**

This is to confirm that on this date I have received severance pay in the amount of \$\_\_\_\_\_ pursuant to my employment Agreement with the City of Pasadena. I acknowledge that, in accepting such severance pay, I am releasing the City, its employees, officers and agents, from any and all claims of any kind or nature I had or may have had against the City arising from my employment with the City.

I further acknowledge that this Acknowledgement and Release releases the City from and waives any claim I may have against the City, its employees, officers and agents, stemming from my employment relationship, including the severance thereof, to the fullest extent permissible under the law.

I further acknowledge that this waiver extends to all claims, known and unknown, relative to my employment with and cessation of my employment with the City. I specifically waive the application of Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

I have had the opportunity to consult with legal counsel relative to this Acknowledgement and Release. I have signed this letter voluntarily and willingly.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Miguel Márquez



