

AMENDED AND RESTATED CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into to be effective on the 1st day of February 2022, by and between the CITY OF PARAMOUNT, a municipal corporation (hereinafter referred to as “City”), and JOHN MORENO an individual (hereinafter referred to as “Manager”).

RECITALS

1. City and Manager entered into that certain City Manager Employment Agreement dated October 9, 2015 (“Original Agreement”); and
2. City and Manager entered into a First Amendment to the Original Agreement on April 19, 2016; and
3. City and Manager entered into a Second Amendment to the Original Agreement on April 4, 2017; and
4. City Manager entered into a Third Amendment to the Original Agreement on January 22, 2019; and
5. In order for City to ensure that its responsibilities for the health, welfare and safety of the public are met at all times, City must attract and retain in its employment the management personnel who exhibit the highest degree of knowledge, experience, technical ability, professionalism, and qualities of leadership necessary to meet City objectives; and
6. In order to attract and retain in its employment employees exhibiting the qualities and experience necessary to fulfill the long-term City objectives, the City Council has determined that it is advisable to re-define and fully clarify this relationship between the City and Manager by entering into this Amended and Restated City Manager Employment Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed by and between City and Manager as follows:

1. Term of Agreement. City hereby employs Manager and Manager hereby accepts employment with City beginning on February 1, 2022, and continuing until Manager or City (acting through the City Council) terminates this Agreement. Except for misconduct by Manager, City shall not terminate this Agreement either ninety (90) days prior to or within ninety (90) days after a General or Special City Election. Misconduct is an act which shall mean only any of the following:

- (1) Conviction of or a plea of nolo contendere to any felony;

- (2) Conviction of or a plea of nolo contendere to a misdemeanor arising directly out of Manager's duties pursuant to this agreement;
- (3) A pattern of repeated, willful and unintentional failure to neglect to carry out the policy decisions of the City Council;
- (4) Willful abandonment of duties.

It is not intended by either the City or Manager that occasional and unintentional lapses in performance by Manager constitute grounds for termination for misconduct. If the City terminates (for reasons other than misconduct) within the time periods described above, Manager's exclusive relief for City's breach of this covenant is to be paid twelve (12) months' salary, accumulated leave, and paid medical, dental and vision benefits for the time period remaining within the ninety (90) days prior to or after a General or Special City Election.

2. General Duties. Manager shall serve as the City Manager of the City. In that capacity Manager shall perform each and every duty prescribed by law pertaining to the position of City Manager of the City of Paramount or prescribed by the City Council and all services, acts, or things necessary or advisable to manage and conduct the business and affairs of the City, subject at all times to the policies set by the City Council and to the consent of the City Council when required by the terms of this Agreement.

3. Devotion to City's Business.

A. Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager position. Manager does not have set hours of work and is expected to be available at all times, except when Manager is on leave as a result of a scheduled vacation or an extended illness at which time Manager will inform the City Council as to whom is the point of contact. The point of contact will typically be the Assistant City Manager.

B. It is recognized that Manager must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end, his schedule of work each day and week shall vary in accordance with the work required to be performed. Manager shall spend sufficient hours on site to perform the Manager's duties; however, Manager has discretion over his work schedule and work location.

C. Manager shall not engage in any other business, duties or pursuits whatsoever, or directly or indirectly render any service of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the City Council. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this Agreement if those activities do not materially interfere with the services required under this Agreement and shall not require the prior written consent of the City Council.

D. This Agreement shall not be interpreted to prohibit Manager from making passive personal investments or conducting private business affairs, if those activities are not deemed to be a conflict of interest by state law, or materially interfere with the services require under this Agreement.

4. Compensation.

A. Salary. City agrees to pay Manager for his services rendered pursuant to this Agreement hereto an annual base salary, which salary shall be \$230,000.00.

B. Deferred Compensation. City shall contribute an amount equal to eight percent (8%) of the salary of City Manager to the Deferred Compensation Plan adopted by City.

C. Other Employee Benefits. City shall provide Manager with all other benefits provided to all other employees, including, but not limited to, City paid medical, dental, and vision benefits (for Manager and dependents), Long Term Disability (LTD), and vacation and sick leave benefits; provided, however, that Manager shall pay 15% of the cost of his medical premiums as required under the City's current Personnel Resolution, and as amended. Manager may elect to have City pay to Manger up to three weeks of accrued vacation time annually.

D. Retirement. Manager shall be covered and governed by the same retirement system and benefits as all other City employees (currently CalPERS 2.5%@55 for "Classic" CalPERS Members). City will pay Manager's "Member Share" in the same amount and manner as is done for all other City employees.

E. City Automobile. City shall provide Manager with a vehicle allowance in the amount of \$600.00 per month.

F. Professional Organizations -Membership and Meetings/Conferences. The City agrees to pay all the required dues and fees for professional organizations that benefit Manager in his capacity as City Manager and contribute to his professional standing, subject to prior approval of the City Council. The City agrees to pay travel and subsistence expenses of Manager to pursue official and other functions for the City, and meetings and occasions to continue his professional development, including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees upon which Manager serves as a member. The City also agrees to pay for the travel and subsistence expenses of Manager for short courses, institutes and seminars that are necessary for the good of the City or for the professional development of Manger.

G. Other Expenses. The City agrees to pay for City related expenses of Manager that are reasonably and necessarily incurred in connection with his duties as City Manager, in accordance with established policy of the City. Additionally, City will provide and pay for ongoing expenses for all equipment necessary for the completion of the Manager's duties at no cost to Manager, subject to City Council consensus. This equipment shall include, but not be limited to cellular phone, computers, and other equipment deemed appropriate by the Manager. City acknowledges and approves incidental personal use of equipment by Manger during the term of this Agreement.

5. Performance Evaluation. The Manager shall receive an annual performance evaluation by the City Council.

6. Tax Withholding. City shall have the obligation to deduct or withhold from the compensation due to Manager hereunder any and all sums required for federal income and other payroll taxes and all state or local taxes now applicable or that may be enacted and become applicable in the future.

7. Termination by City. Except when City's termination of this Agreement is based on Manager misconduct, in the event of a termination by City that does not fall within the scope of Section 1 of the Agreement, Manager shall be entitled to and shall receive twelve (12) months' salary, accumulated leave, vacation and sick leave and a continuation of City paid medical, dental and vision benefits for twelve (12) months.

8. Termination by Manager. Manager may terminate this Agreement by giving City at least thirty (30) days written notice. Manager shall not be entitled to any additional compensation in the event of such termination.

9. Notices. Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses maintained in the personnel records of City, but each party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

10. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Manager by City and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Employment Agreement acknowledges that no representation, inducement, promise, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

11. Modifications. Any modification of this Agreement will be effective only if it is in writing and signed by the parties.

12. 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 for all or any other times.

13. 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 anyway.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, in force and effect as of the date of execution.

Executed this 16th day of February, 2022 at Paramount, California.

“City”

CITY OF PARAMOUNT,
a municipal corporation

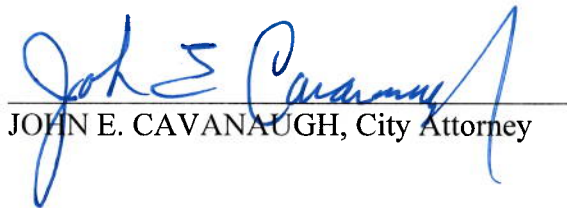
By: 
BRENDA OLMOS, Mayor

ATTEST:



HEIDI LUCE, City Clerk

APPROVED AS TO FORM:


JOHN E. CAVANAUGH, City Attorney

“Manager”


JOHN MORENO