

RESOLUTION NO. 19-098

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARSON, CALIFORNIA, APPROVING CITY MANAGER
EMPLOYMENT AGREEMENT**

WHEREAS, it is the desire of the City Council of the City of Carson (hereinafter the "City Council") to employ an individual to serve in the at-will position of City Manager, which position is prescribed by state law, the City's Charter, and the City's Municipal Code, and to retain her services as Executive Director of the Successor Agency to the Dissolved Carson Redevelopment Agency, a public body, corporate and politic, Executive Director to the Carson Housing Authority, a public body, corporate and politic, and such other agencies of the City to which she may be appointed from time-to-time; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the powers and duties of the city manager of the City are set forth in Charter Section 403 and Carson Municipal Code ("CMC") Section 2107; and

WHEREAS, pursuant to Charter Section 400, the City Council may appoint as City Manager "the person that it believes to be best qualified on the basis of his or her executive and administrative qualifications, with special reference to experience in, and knowledge of, accepted practices in respect to the duties of the office[:]" and

WHEREAS, pursuant to CMC Section 2101, "[t]he permanent City Manager shall, at a minimum, have the following qualifications: (a) [a] college degree in Public Administration or related field; and (b) [f]ive (5) years' experience as a City Manager or Chief Executive Officer of a County, or equivalent experience as determined by the City Council[:]" and

WHEREAS, Sharon Landers (hereinafter "Ms. Landers") satisfies the City's eligibility requirements for the position of City Manager and has the required level of education, experience, skills and expertise to serve as the city manager of the City; and

WHEREAS, based on Ms. Landers' executive and administrative qualifications and ability, the City Council desires to employ her to serve as the at-will city manager for the City; and

WHEREAS, Ms. Landers desires to perform and assume responsibility for the provision of city manager services to the City and its related agencies; and

WHEREAS, the parties wish to establish the terms and conditions of Ms. Landers' provision of city manager professional services to the City and its related agencies through the agreement attached hereto as Exhibit "A".

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

SECTION 2. The City Manager Employment Agreement between the City of Carson and Sharon Landers attached hereto as Exhibit "A" is hereby approved. The Mayor is authorized to execute this agreement on behalf of the City.

SECTION 3. This resolution shall be effective immediately upon its adoption.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original Resolutions.

PASSED, APPROVED and ADOPTED this 7th day of May, 2019.

MAYOR ALBERT ROBLES

ATTEST:

CITY CLERK DONESIA GAUSE-ALDANA

APPROVED AS TO FORM:

SUNNY K. SOLTANI, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Donesia Gause-Aldana, City Clerk of the City of Carson, California, do hereby certify that the whole number of members is five; that the foregoing resolution, being Resolution No. 19-098 was duly and regularly adopted by said City at a regular meeting duly and regularly held on the 7th day of May 2019, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By: _____
City Clerk

EXHIBIT "A"

CITY OF CARSON
CITY MANAGER
EMPLOYMENT AGREEMENT

This CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 8th day of May 2019, by and between the CITY OF CARSON, a charter city and municipal corporation ("City") and Sharon Landers, an individual ("Employee").

R E C I T A L S

WHEREAS, it is the desire of the City Council of the City of Carson (hereinafter the "City Council") to employ an individual to serve in the at-will position of City Manager, which position is prescribed by state law and the City's Municipal Code, and to retain her services as Executive Director of the Successor Agency to the Dissolved Carson Redevelopment Agency, a public body, corporate and politic, Executive Director to the Carson Housing Authority, a public body, corporate and politic, and such other agencies of the City to which she may be appointed from time-to-time; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the powers and duties of the city manager of the City are set forth Carson Municipal Code ("CMC") Section 2107; and

WHEREAS, pursuant to CMC Section 2101, "[t]he permanent City Manager shall, at a minimum, have the following qualifications: (a) [a] college degree in Public Administration or related field; and (b) [f]ive (5) years' experience as a City Manager or Chief Executive Officer of a County, or equivalent experience as determined by the City Council[;]" and

WHEREAS, Employee satisfies the CMC Section 2101 eligibility requirements for the position of City Manager and has the required level of education, experience, skills and expertise to serve as the city manager of the City; and

WHEREAS, based on Employee's executive and administrative qualifications and ability, the City Council desires to employ Employee to serve as the at-will city manager for the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of city manager services to the City and its related agencies; and

WHEREAS, the parties wish to establish the terms and conditions of Employee's provision of city manager professional services to the City and its related agencies through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as city manager for the City to perform the functions and duties of the city manager, as specified in the job description attached hereto as Exhibit "A," the 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. Employee shall devote her best efforts and full-time attention to performance of these duties.

1.2 Work Schedule. The Employee is expected to engage in hours of work outside the normal office hours that are necessary to fulfill the obligations of the position and to carry out the business of the City. Employee acknowledges that, to the extent practical, her work schedule will generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:00 a.m. to 6:00 p.m., Monday through Thursday). Notwithstanding the foregoing, the City will permit Employee such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus her professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of city manager.

1.4 Employment Status. Upon appointment to the city manager position, Employee shall serve at the will and pleasure of the City Council and understands that she shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing her duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of her duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of

services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that she is exempt from the City's personnel system pursuant to Carson Municipal Code §2903(g) and Article I, Section 4 of the Resolution No. 18-170, entitled "A Resolution of the City Council of the City of Carson, California Establishing the Salary and Benefits for Unclassified Management Employees Effective July 4, 2018" (hereinafter "Unclassified Management Employees Benefits Resolution").

1.7 FLSA Exempt Status. Employee agrees that her position is that of an overtime exempt employee for the purposes of the Fair Labor Standards Act.

1.8 Employment Contingent Upon Successful Completion of Pre-Employment Screening. Employee's appointment to the position of City Manager shall be contingent upon Employee successfully passing the City's pre-employment screening process, including a LiveScan and medical examination. In the event that Employee does not successfully complete any of the pre-employment screening measures, then this Agreement shall be null and void in its entirety with no severance payment owing.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Salary. For the services rendered pursuant to this Agreement, Employee's initial base salary shall be Two Hundred Sixty Five Thousand Dollars and No Cents (\$265,000.00) annually ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employee shall receive a guaranteed 3% cost of living adjustment ("COLA") increase to her then-current Salary effective the first full pay period following the first, second and third annual anniversary of the Effective Date of this Agreement. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Compensation Review. The City Council and Employee agree to conduct an annual compensation review concurrently with the annual performance evaluation set forth in Section 5.2. Following the annual performance review, the City may increase the Employee's Salary beyond the guaranteed 3% COLA referenced in Section 2.1 and any additional compensation, but reserves the right to defer all or part of any additional Salary and other compensation adjustment otherwise recommended during the annual review if the fiscal state of the City warrants such an action. However, the guaranteed 3% Salary cost of living adjustment increase provided for in Section 2.1 may not be deferred in part or in total. Any action to approve an additional Salary or other compensation increase beyond the guaranteed COLA must be approved by a majority vote of the Council at a public meeting and adopted by contract amendment implemented by means of a resolution. Should the Unclassified Management Employees Benefits Resolution provide greater benefits than provided in this Agreement, City Council and City Manager agree to discuss during the annual compensation review increasing the benefit provided hereunder to match or exceed that provided under the Unclassified Management Employees Benefits Resolution.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence her services hereunder at 12:01 a.m. Pacific daylight savings time on May 8, 2019, which will be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. This Agreement shall remain in effect from the Effective Date specified at Section 3.1 until this Agreement is terminated pursuant to Section 3.3 or Section 3.4.

3.3 Termination by Employee. Employee may resign at any time by giving the City Council at least thirty (30) days' advance written notice; provided, however, that notice shall not be required in the event employee resigns pursuant to a request for resignation by the City Council. In the event Employee resigns on her own volition, Employee expressly agrees that she shall not be entitled to any severance pay; however, if the Employee resigns at the request of the City Council, Employee will be entitled to severance pay as specified in this Agreement.

3.4 Termination by City. Upon appointment to the city manager position, Employee remains an at-will employee serving at the pleasure of the City Council. The City Council may terminate the City Manager's appointment and remove the City Manager at any time with or without cause, by providing written notice of the reason(s). The City Council's right to terminate the Employee's appointment pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any rights provided for the city manager under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of city manager.

(a) Termination by City for Cause. The City may terminate the Employee's appointment for cause at any time by providing notice pursuant to Carson Municipal Code Section 2104, which requires at least thirty (30) days before such removal shall become effective, the City Council shall by a three (3) member vote of its members adopt a preliminary resolution stating the termination is for cause and the facts and grounds constituting such cause for her removal. By the preliminary resolution, the Council may suspend Employee from duty, but shall in any case cause to be paid to her forthwith any unpaid balance of her monthly salary and benefits and her monthly salary and benefits shall continue to be paid for the next one (1) calendar month following adoption of the preliminary resolution. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this Agreement, 2) willful or persistent material breach of duties, 3) résumé fraud or other acts of material dishonesty, 4) repeated and protracted unauthorized absence or leave, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law that adversely affects the reputation of the Employee or the City, 6) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) a material violation of the City's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) use or possession of illegal drugs, 9)

engaging in conduct tending to bring embarrassment or disrepute to the City, 10) any illegal or unethical act involving personal gain, 11) a pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 12) gross misfeasance or gross malfeasance, 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), and 14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, then the City shall have no obligation to pay severance.

(b) Termination by City Council Without Cause. By providing Employee at least thirty (30) days' prior written notice thereof, the City Council may terminate the Employee's appointment without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee's appointment is terminated without cause, Employee and the City agree that such severance pay shall be as specified in Section 4.1 of the Agreement. Pursuant to Carson Municipal Code Section 2104, at least thirty (30) days before such removal shall become effective, the City Council shall by a three (3) member vote of its members adopt a preliminary resolution stating the reasons for her removal. By the preliminary resolution, the Council may suspend Employee from duty, but shall in any case cause to be paid to her forthwith any unpaid balance of her monthly salary and benefits and her monthly salary and benefits shall continue to be paid for the next one (1) calendar month following adoption of the preliminary resolution.

(c) Change in Council Membership. Notwithstanding any provision of this Agreement, the City shall comply with Section 404 of the City Charter and Section 2105 of the Carson Municipal Code. Accordingly, unless for cause, the Employee shall not be removed from office by action taken by the City Council during the period of ninety (90) days following any municipal election at which a member of the City Council is elected. At any other time Employee may be removed only at a regular meeting of the City Council and upon a majority vote of the City Council.

4.0 SEVERANCE

4.1 Severance Pay. In the event that within two (2) years of the Effective Date Employee's appointment is terminated without cause and Employee does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee 12 months base salary as severance in an amount equal to her monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by twelve (12), less applicable deductions and excluding deferred compensation or the value of any other benefits. If Employee is terminated without cause after two (2) years of the Effective Date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee 9 month's base salary as severance in an amount equal to her monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by nine (9), less applicable deductions and excluding deferred compensation or the value of any other benefits. These severance payments are in compliance with California Government Code section 53260.

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee's employment be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee resign her position, the City shall have no obligation to pay the severance provided for in Section 4.1 above, unless such resignation was at the request of the City Council.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "C."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City and Manager acknowledge that periodic performance evaluations are an important means by which the City Council and the City Manager may ensure effective communications regarding expectations and performance. Toward this end, the City Council shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Council's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Council's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above. Employee endeavors to submit goals and objectives and receive the City Council suggestions within the first 3 months so they can guide the remainder of the year. Employee would be receptive to having an external facilitator guide the City Council through the City Manager performance evaluation process. The City Council and City Manager may mutually agree to use a "facilitator" to support the process. The facilitator will be selected by the City Manager and approved by the City Council. All fees and expenses for a facilitator shall be paid by the City. The review and evaluation shall be private and confidential, and the results shall be summarized and discussed in closed session, to the extent permitted by law, or through some other mutually acceptable closed format. The parties agree that the primary purposes of such evaluation are to facilitate open and frank discussion, define roles and expectations, identify performance strengths and weaknesses, and to provide an opportunity for Employee to take affirmative action to address weaknesses and areas needing improvement.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at its discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Automobile Allowance. The City shall reimburse Employee for the use of her personal automobile for official City business at the rate of Six Hundred Dollars (\$600.00) per month. City will also reimburse Employee for all parking fees incurred on City business under the same terms and conditions applicable to classified City employees. The car allowance and parking expense reimbursements authorized by this Section shall constitute full compensation for any and all expenses related to the operation and maintenance of Employee's vehicle for City purposes. Employee shall maintain throughout the term of this Agreement automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injuries or death of one person and Fifty Thousand Dollars (\$50,000.00) for property damage arising from one accident. Employee shall provide City with evidence of such automobile liability insurance coverage, to consist of a certificate of insurance or a copy of the insurance policy. City shall reimburse Employee for the additional costs incurred by Employee in raising her personal automobile insurance limits to meet the requirements of this Section.

6.2 Health, Dental, and Vision Insurance. The City shall provide to Employee the same group medical, dental, and vision insurance plans offered to Unclassified Management Employees pursuant to the Unclassified Management Employees Benefits Resolution, as it may be amended from time to time.

6.3 PERS. Employee is a "classic" member of CalPERS and shall participate in the City's 2% at 55 formula. Such formula is subject to the following CalPERS contract provisions: (i) average monthly pay rate and special compensation for highest twelve (12) consecutive months; (ii) military service credit as public service; (iii) fourth level of 1959 Survivors Program; (iv) two years additional service credit; (v) ability for Employee to participate in the part time service credit purchase program, but solely at her own cost; and (vi) Pre-Retirement Option 2W Death Benefit improved non-industrial disability allowance. The City shall pay the full employer CalPERS contribution. The employee contribution of 7% shall be paid by Employee.

6.4 Deferred Compensation. City agrees that Employee may, at her sole cost and expense, participate in City's Deferred Compensation Program. City further agrees that it shall match Employee's contributions, if any, into City's Deferred Compensation Plan on a dollar-for-dollar basis, up to a maximum of Six Thousand Dollars (\$6,000.00) per year as allowed by state law.

6.5 Vacation Leave. Employee shall accrue vacation leave in accordance with the formula below, with an accrual cap of six hundred (600) hours, after which accruals shall cease until total accrued vacation leave drops below the 600 hour accrual cap.

Years of service	Hours accrued per month or major portion thereof
Appointment through 10 th year	10 hours
Commencement of 11 th year and thereafter	13.33 hours

Additionally, upon the twentieth (20th) anniversary date of the Effective Date of this Agreement, Employee will be credited with an additional ten (10) hours of vacation leave. Upon the twenty-first (21st) anniversary date of the Effective Date of this Agreement, Employee will be credited with an additional ten (10) hours of vacation leave. Upon the twenty-second (22nd) anniversary date of the Effective Date of this Agreement, Employee will be credited with an additional ten (10) hours of vacation leave. Upon the twenty-third (23rd) anniversary date of the Effective Date of this Agreement and each anniversary date thereafter, Employee will be credited with an additional ten (10) hours of vacation leave.

Employee shall not be credited with vacation leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month. Employee shall not use less than one (1) hour of vacation leave at any one time. Vacation leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Employee may use vacation leave only after completing her initial sixty (60) days of service.

6.6 Sick Leave. Employee shall accrue sick leave at the rate of ten (10) hours of sick leave for each month of service or major portion thereof. Sick leave shall not be credited for leaves of absence without pay exceeding eighty (80) working hours in any calendar month. Employee may accrue a maximum of one thousand forty (1,040) hours of sick leave hours. Sick leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Employee may use accrued sick leave only after completing her initial month of service.

Employee shall be credited with thirty (30) days of sick leave (equal to 300 hours [30 days x 10 hours per day]) as of the Effective Date of this Agreement. This sick leave shall be considered to be loaned to Employee and the Employee shall not accrue additional sick leave for a thirty (30) month period.

Upon separation from the City service for whatever reason, Employee shall be compensated for one-half (1/2) of the value of accrued sick leave up to the maximum of one thousand forty (1,040) hours, provided however, that Employee shall not be eligible for compensation for any sick leave loaned to Employee by the City which Employee would not have otherwise accrued.

6.7 Holidays. Employee shall be entitled to the holidays listed in this section below, subject to the same terms and conditions applicable to Unrepresented Management Employee in the Unrepresented Management Employees Benefits Resolution. In the event the Unrepresented Management Employees Benefits Resolution is amended, then Employee shall be entitled to such holidays as provided to Unclassified Management Employees.

1.	January 1	New Year's Day
2.	Third Monday in January	Martin Luther King Jr. Day
3.	January 30 th	Fred T. Korematsu Day
4.	Third Monday in February	President's Day
5.	March 8	International Women's/Rosa Parks Day
6.	March 31	Cesar Chavez Day

7.	Last Monday in May	Memorial Day
8.	July 4	Independence Day
9.	First Monday in September	Labor Day
10.	October 25	Larry D. Itliong Day
11.	November 11 th	Veteran's Day
12.	Fourth Thursday in November	Thanksgiving Day
13.	December 25	Christmas
	Three (3) floating holidays (30 hours)	
	Every day proclaimed by the President, Governor, or Mayor of the City as a public holiday	

Employee shall not use less than one (1) hour of floating holiday leave at any one time. Floating holiday leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Employee is encouraged to use floating holiday leave during the fiscal year. However, holiday leave shall be converted to vacation leave if not used by the end of the fiscal year. The City shall compensate Employee for any floating holiday leave not taken for floating holidays occurring prior to her date of separation.

6.8 Administrative Leave. Employee shall accrue administrative leave as time off from work, instead of pay or compensatory leave credit for overtime work, at the rate of 8.33 hours per month or major portion thereof. Employee shall not accrue more than 100 hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.9 Leave Redemption. Employee may redeem any accumulated leave each fiscal year up to a combined total of 100 hours. Sick leave shall be redeemable at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed, subject to Section 6.6. All other types of leave shall be redeemed at a rate of one (1) hour of pay for each one (1) hour of leave redeemed.

6.10 Jury Duty. Paid leave for jury service shall be limited to ten (10) working days in any one calendar year.

6.11 Short and Long Term Disability Insurance. The City shall provide to Employee the same short and long term disability insurance benefits offered to Unclassified Management Employees pursuant to the Unclassified Management Employees Benefits Resolution, as it may be amended from time to time.

6.12 Life Insurance. The City shall provide Employee with term life insurance coverage of not less than Two Hundred Thousand Dollars (\$200,000.00), with no cash surrender value to Employee, after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier. Employee shall control the naming of any beneficiaries of the policy. If

the EOI form is not submitted, the maximum coverage amount shall be One Hundred Ten Thousand Dollars (\$110,000.00), subject to any age reduction schedules mandated by the insurance company.

6.13 Use of Veterans Park Sports Complex. Employee and her family shall be entitled to use all facilities and programs at Veterans Sports Complex at the following rates:

Employee-- \$100.00 per year

Employee and family -- \$150.00 per year

In the event Employee renews her membership, she shall receive the same percentage discount on the above prices as the general public receives at the time of renewal. For purposes of this section, family shall mean those family members eligible for coverage under the CalPERS health insurance plan provided by the City.

6.14 Service Organization Membership. The City shall pay up to Three Hundred and Fifty Dollars (\$350.00) for Employee toward the annual membership fee for one service organization or non-profit board based in the City. The membership fee notice must be provided by the organization to the City.

6.15 Cellular Telephone/ Blackberry Allowance. Employee shall be provided a monthly cellular telephone/ blackberry allowance of Seventy Five Dollars (\$75.00) for reimbursement for the costs associated with the use of her personal cellular telephone/ blackberry service for business purposes. The City shall not be liable for any expenses beyond such allowance. The cellular telephone/ blackberry allowance provided pursuant to this Section shall be subject to the requirements of SMP 6.50, entitled "Cellular Telephone/ Blackberry Allowance for Elected Officials & Unclassified Employees," and Employee shall be subject to the terms and conditions of SMP 6.50.

6.16 Except as specifically provided herein, Employee shall be entitled to the benefits provided to Unclassified Management Employees pursuant to the Unclassified Management Employees Benefits Resolution, and subject to the terms and conditions provided therein.

7.0 PROFESSIONAL DEVELOPMENT

7.1 Professional Development Pay. Within the first quarter of each fiscal year, Employee shall be provided the sum of Eight Hundred Dollars (\$800.00) for reimbursement in anticipation of expenditures for professional development. Such expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software; books, reference publications or other educational materials; membership or association fees; or any other expenses which promote Employee's professional development and promote the best interests of the City.

7.2 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Council.

7.3 Out-of-Town Meetings & Seminars. The City agrees to reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee

while attending overnight, out-of-town meetings or seminars related to her employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the City Council may, in its sole discretion, approve such unbudgeted expenditures if it deems it in the best interests of the City.

7.4 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to her employment with City in accordance with the City's policies for expense reimbursement.

7.5 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such 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.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:

City of Carson
Attention: City Clerk
701 East Carson Street
Carson, California 90745

To Employee:

[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 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.

9.6 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.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 Mandatory Government Code Provisions. Government Code §§ 53243 - 53243.4 require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections 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, the following Government Code sections are called out and 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.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "B."

9.9 Independent Legal Advice. The City and Employee 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 the City and Employee 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 representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Carson 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 Employee has signed and executed this Agreement, all in triplicate.

CITY OF CARSON

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

EMPLOYEE

Sharon Landers, City Manager

EXHIBIT "A"

CITY MANAGER JOB DESCRIPTION

CITY OF CARSON

Title: CITY MANAGER

Job Summary:

Under the direction of the City Council, serve as Chief Administrative Officer of the City of Carson and direct the operations of all departments within compliance with policies established by the City Council within limits of the City Charter and State and federal laws.

Essential Duties and Responsibilities:

(These functions are representative and may not be present in all positions in the class. Management reserves the right to add, modify, change or rescind related duties and work assignments.)

1. Plan the future welfare of the City and departmental activities and organizations.
2. Meet with the City Council and individual Council members to discuss the conditions and needs of the City; prepare reports, recommendations or respond as needed or as requested by the Council.
3. Meet with departmental directors and staff to review, plan and discuss policies, programs, strategies and issues of concern.
4. Submit to the City Council the budget document and annual budget message; guide and review annual budget preparation; control expenditures as required.
5. Confer with other governmental officials to resolve problems, coordinate efforts and to exchange information as related to the City.
6. Confer with or address the business community, citizens and others to discuss City needs and related problems and issues; provide information and assistance to civic organizations dealing with specific problems affecting the City's welfare.
7. Coordinate the activities of the City government with contracted agencies not under the direct supervision of the City Manager.
8. Evaluate and direct the work of subordinate staff; participate in selection of department directors; review and approve disciplinary action and termination as appropriate.
9. Perform related duties as required.

Qualification Guidelines:

A typical way to obtain the requisite qualifications to perform the duties of this class is as follows:

Education and Experience:

Graduation from an accredited four-year college or university with major course work in public administration, business administration or related field or equivalent. Five years increasingly responsible administrative experience in the planning, coordinating and financing of a municipality.

Knowledge of:

- City charter provisions governing the management of City activities and services.
- Principles and practices of public administration.
- Management theory and practice.
- City organization, operations, policies and objectives.
- Community and public relations.
- Applicable City ordinances.
- Budget preparation and management.
- Principles and practices of administration, supervision and training.
- Applicable laws, codes, regulations, policies and procedures.
- Principles and techniques of Public Speaking and Public Relations.

Skill and Ability to:

- Administer City operations in accordance with the City Charter and established policies of the City Council.
- Assure that City program objectives are met.
- Plan and administer a balanced budget.
- Plan, direct and coordinate City departments and programs.
- Maintain effective community and public relations.
- Communicate effectively both orally and in writing.
- Read, interpret, apply and explain codes, rules, regulations, policies and procedures.
- Prepare and review reports and budgets.
- Establish and maintain cooperative and effective working relationships with others.
- Attend, chair and provide leadership to various meetings and committees.
- Meet schedules and time lines.
- Plan and organize work.
- Direct and evaluate the work of others.
- Present ideas and concepts persuasively in speaking before groups.
- Review and approve official documents according to established guidelines and limits.
- Analyze situations accurately and adopt an effective course of action.

Physical Requirements and Working Conditions:

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Perform work that is primarily sedentary.
- Is subject to inside environmental conditions.
- May be required to attend periodic evening meetings and/or to travel within and out of City limits/boundaries to attend meetings.
- May be required to work evenings or weekends.

EXHIBIT "B"

GOVERNMENT CODE SECTION 53243-53243.4

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) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

EXHIBIT "C"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Carson, a charter city and municipal corporation (hereinafter referred to as "THE CITY"), and Sharon Landers, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1 EMPLOYEE was hired by THE CITY as an at-will City Manager effective _____ serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently ____ years old.

2.2 THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____, _____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to her at the time of her voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2 In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and ____ cents (\$_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return

receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including _____, _____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. Specific Acknowledgment of Waiver of Claims under ADEA and OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that she knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights she may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, her rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims she currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights she may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of her own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that she should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, her counsel of choice, and that she does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has seven (7) days following her execution of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

"General Release--Claims Extinguished"

"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."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1 Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4 Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5 Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6 Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that she shall be exclusively liable for the payment of all taxes for which she is responsible, if any, as a result of her receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7 Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during her employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8 Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her employment with THE CITY.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that she has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that she will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, she will request such agency or court to withdraw from the matter forthwith.

7.10 Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is

further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1 No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2 Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3 Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5 Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6 Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect. Provided, however in the event the severance payment provided to EMPLOYEE pursuant to Section 3.2 of this AGREEMENT is found by a court of law to be invalid, then this AGREEMENT shall be null and void in its entirety. In such event, EMPLOYEE shall return to THE CITY all severance provided to her by THE CITY and the Parties agree to negotiate in good faith a new severance agreement.

8.7 Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8 Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

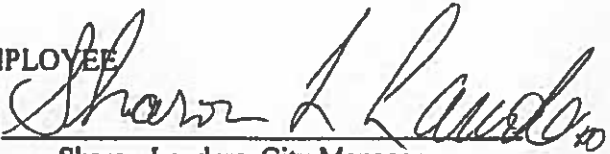
City of Carson
Attention: City Clerk
701 East Carson Street
Carson, CA 90745

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 City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED:

EMPLOYEE

By:


Sharon Landers, City Manager

THE CITY

DATED:

By:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]