

AGREEMENT NO. C2M18-1
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into and effective on January 9, 2018 by and between the **CITY OF ALHAMBRA**, a municipal corporation, ("CITY" herein) and **JESSICA BINNQUIST** ("EMPLOYEE" herein). This Agreement supersedes and replaces in its entirety that certain Employment Agreement for the Position of Interim City Manager for the City of Alhambra, Contract No. C2M18-1.

RECITALS

WHEREAS, CITY is in need of an individual to hold the position of City Manager and the City Council is empowered pursuant to the Alhambra City Charter to appoint a City Manager; and

WHEREAS, CITY conducted a recruitment for a City Manager; and

WHEREAS, as a result of the recruitment, the City Council wishes to appoint Jessica Binnquist as the CITY's City Manager; and

WHEREAS, EMPLOYEE is willing and qualified to be the CITY's City Manager due to her experience, training, and education.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and EMPLOYEE mutually agree as follows:

1. Position and Duties.

1.1 Position. BINNQUIST accepts at-will employment with CITY as CITY MANAGER and shall perform all functions, duties and services set forth in Section 1.6 [Duties] of this AGREEMENT.

1.2 Term. This AGREEMENT commences and is effective on January 9, 2018 ("COMMENCEMENT DATE") after being approved by the CITY COUNCIL, and after being executed both by EMPLOYEE and CITY COUNCIL. EMPLOYEE shall be employed in the position of CITY MANAGER for a term commencing on the COMMENCEMENT DATE, through December 31, 2022, or the date of earlier termination in accordance with the provisions of Section 4 [Termination]. On January 1, 2022, and on each succeeding January 1st while this Agreement is in effect, this Agreement shall be automatically extended for one (1) additional year unless prior to that date the City Council notifies EMPLOYEE of its intent not to extend the Agreement. CITY's election not to extend this Agreement shall not entitle EMPLOYEE to severance pursuant to Section 4 [Termination] of this Agreement.

1.3 At-Will. EMPLOYEE acknowledges that she is an at-will employee of CITY who shall serve at the pleasure of the CITY COUNCIL at all times during the period of her employment as the CITY MANAGER and that her employment may be terminated at any time for any or no reason with or without cause as provided in Section 4 [Termination] of this AGREEMENT and/or by operation of applicable California or federal law. The terms of the CITY's personnel rules, policies, regulations, procedures, ordinances, resolutions, Charter, or Municipal Code, as they may be amended or supplemented from time to time, (collectively "PERSONNEL POLICIES") shall not apply to EMPLOYEE to the extent such PERSONNEL POLICIES conflict with this at-will status.

1.4 No Property Right. Nothing in this AGREEMENT is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by CITY to terminate her employment, except as is expressly provided in Section 4 [Termination] of this AGREEMENT and/or by operation of California or federal law. Nothing contained in this AGREEMENT shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of EMPLOYEE as provided in Section 4 [Termination]. Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from the CITY MANAGER position with CITY, subject only to the provisions set forth in Section 4 [Termination] of this AGREEMENT.

1.5 Application of CITY's Personnel Policies. The terms of the CITY's PERSONNEL POLICIES shall not apply to EMPLOYEE to the extent such PERSONNEL POLICIES conflict with this AGREEMENT.

1.6 Duties. EMPLOYEE agrees to exercise all City Manager powers and perform all City Manager duties set forth in CITY Charter, Article XII, Sec. 75, including subsequent amendments, which include, but are not limited to, the following duties:

- a. To see that the laws and ordinances are enforced.
- b. To appoint, subject to the approval of such appointments by CITY COUNCIL, all chief appointive officials except the City Attorney.
- c. To appoint all subordinates and employees in all departments, not otherwise provided for in CITY Charter, and to determine their duties and fix their compensation. All such appointments and the fixing of compensation shall be subject to the approval of CITY COUNCIL and shall not be effective without such approval. To remove any appointee and no removal shall be made without her consent.
- d. To have supervision and control of all departments, boards and divisions created herein or that may be hereafter created by CITY COUNCIL except as otherwise provided by CITY Charter.

- e. To examine and make to CITY COUNCIL, reports in regard to any matters requested by it, and also of her own motion, and recommend to that body for adoption such measures as she may deem necessary or expedient.
- f. To sign such contracts, licenses and other public documents and instruments on behalf of CITY as COUNCIL may authorize.
- g. To attend all meetings of CITY COUNCIL with the right to take part in the discussion but having no vote.
- h. To have supervision and charge of the City Attorney insofar as his or her duties pertain to the departments of which she has charge and supervision.
- i. To exercise such other powers and perform such other duties as are herein conferred or imposed upon her by CITY Charter or may be conferred or imposed upon her by CITY COUNCIL under the provisions of CITY Charter.
- j. Before entering upon the duties of her office, she shall take the official oath required by law and execute an official bond in such sum as shall be determined by CITY COUNCIL. The expense of the official bond shall be borne by CITY.

EMPLOYEE shall also perform all other legally permissible and proper duties and functions consistent with the office of the City Manager, including those set forth in the PERSONNEL POLICIES, and as the CITY COUNCIL shall from time to time assign.

1.7 Hours of Work. EMPLOYEE shall devote the time necessary to adequately perform her duties as CITY MANAGER. The PARTIES anticipate that EMPLOYEE shall work 40 hours per week, Monday through Friday, allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special CITY COUNCIL meetings and attendance at such municipal organizations, community events and CITY functions. Toward that end, EMPLOYEE shall be allowed reasonable flexibility in setting her own office hours, provided the schedule of such hours provides a significant presence at the CITY and/or the CITY's City Hall, reasonable availability to the CITY COUNCIL, CITY staff, and members of the community during regular CITY business hours and for the performance of her duties and of CITY business. The position of CITY MANAGER shall be deemed an exempt position under state and federal wage and hour laws. 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.

1.8 Regional and Professional Activity. CITY desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that shall contribute to the advancement of CITY's interests and standing. Toward that end, EMPLOYEE may, upon adequate budgeted funds thereof, undertake such activities that advance the interests and standing of CITY. These activities may include participation in national, statewide, regional or professional organizations, provided that such activities do not in any way interfere with or adversely affect her

employment as CITY MANAGER or the performance of her duties as provided herein. CITY agrees to reimburse, as provided in Section 1.10 [Reimbursement] of the AGREEMENT, EMPLOYEE'S reasonable and necessary travel, business and subsistence expenses for the activities described herein.

1.9 Other Activity. In accordance with Government Code Section 1126, during the period of her employment, EMPLOYEE shall not accept, without the express prior written consent of CITY COUNCIL, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.8 [Regional and Professional Activity]), whether or not for pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of EMPLOYEE'S duties as CITY MANAGER.

1.10 Reimbursement. CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence and other business expenses incurred by EMPLOYEE in the performance of her duties. All reimbursements shall be subject to and in accordance with California and federal law and CITY'S policies and procedures regarding reimbursement.

1.11 Vehicle Operation. EMPLOYEE shall operate any vehicle used in connection with the performance of her duties as CITY MANAGER in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile driver license during the period of employment.

2. COMPENSATION.

2.1 Base Salary. Compensation for all work or services called for under this Agreement shall equal Two Hundred Thirty-nine Thousand, One Hundred Ninety-six Dollars, (\$239,196) annually. Compensation shall be earned on a pro-rata basis and be payable in installments at the same time and in the same manner as other employees of the CITY are paid. The compensation set forth in this section shall be EMPLOYEE'S total compensation under this Agreement, and EMPLOYEE shall not be eligible for any other benefits or compensation except for that specifically provided for in this Agreement or in any ordinance adopted by the City Council that specifically identifies compensation or benefits that City Manager is to receive. The position of City Manager is exempt under the Fair Labor Standards Act and, therefore, no overtime pay will be paid to EMPLOYEE based on hours worked. Whenever a cost of living adjustment or other non-merit based salary increase is provided to other management employees, the City Council shall consider whether it is reasonable and appropriate to grant a similar increase to the City Manager's Base Salary upon the written request of the EMPLOYEE. Any increase in salary shall be reflected on a City Council approved salary schedule, but shall not require an amendment to this Agreement.

2.2 Employee Benefits. EMPLOYEE shall receive all of the benefits that are set

forth in Ordinance No. O2M17-4718 (and any amendments thereto, which amendments shall not require an amendment to this Agreement) that are designated as benefits to which the City Manager is entitled, and those applicable to the City Manager position in the Alhambra Municipal Code. In the event of a change in a general category of management benefits that also would apply to the City Manager, it shall be the City Manager's responsibility to coordinate with the Mayor to place upon the Council's agenda the consideration of a similar adjustment for the City Manager. EMPLOYEE shall also be provided with a CITY automobile for use in connection with her duties as City Manager, along with incidental personal use. Such automobile shall be consistent with the type of automobile provided to other executive management staff of the CITY. All accrued leaves of absences earned by EMPLOYEE as the former Assistant City Manager and Interim City Manager shall be carried over to her employment as the City Manager on an hour-for-hour basis.

2.3 Performance Evaluations. EMPLOYEE shall be eligible for an annual performance review in the final quarter of each year and merit salary increases at the discretion of the City Council. The City Council may evaluate EMPLOYEE more frequently, in their sole discretion. Review and evaluation shall be in accordance with such criteria as the parties may jointly agree upon, but which the parties contemplate will include mutually agreed upon performance goals for the City Manager and City Council goals, priorities, activities and programs for the City. Any increase in salary shall be reflected on a City Council approved salary schedule, but shall not require an amendment to this Agreement.

3. INDEMNIFICATION. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq.) and Government Code Section 995-996.5, the CITY shall defend and indemnify the EMPLOYEE against and for all losses sustained by the EMPLOYEE in direct consequences of the discharge of the EMPLOYEE's duties on the CITY's behalf for the period of the EMPLOYEE's employment under this Agreement. In the event the EMPLOYEE shall serve as the chief executive of other CITY-related legal entities, this Section shall be equally applicable to each CITY-related legal entity as though set forth in an indemnity agreement between the EMPLOYEE and that legal entity. The CITY hereby guarantees the performance of this indemnity obligation by the CITY-related legal entity, and shall indemnify and hold the EMPLOYEE harmless against any failure or refusal by such CITY-related legal entity to perform its obligations under this Section. CITY, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against EMPLOYEE, while acting within the scope of EMPLOYEE's duties, from all claims, losses and liabilities arising out of or incident to activities or operation performed by or on behalf of CITY or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by EMPLOYEE.

4. TERMINATION.

- a. **Resignation.** If EMPLOYEE elects to resign at any time during the term of this Agreement, she may do so upon giving CITY thirty (30) days' written notice. EMPLOYEE shall not be entitled to any severance benefits if EMPLOYEE resigns her employment or elects to return to her prior position with the CITY, even though such election is subject to the further discretion of the City Council.

- b. **Retirement.** If EMPLOYEE elects to retire, she shall inform CITY, in writing, at least thirty (30) days prior to the effective date of such retirement. CITY shall cooperate fully with EMPLOYEE and PERS to provide all information in a timely manner. EMPLOYEE shall not be entitled to any severance benefits if she retires from employment.
- c. **Termination Without Cause.** The CITY reserves the right to terminate this Agreement and EMPLOYEE's employment at any time, without cause or advance notice. In the event that EMPLOYEE is terminated without cause or advance notice and if EMPLOYEE signs, delivers to the City Council, and does not revoke, the General Release Agreement in the form attached hereto as Exhibit A ("Release Agreement") CITY shall pay EMPLOYEE a lump sum benefit equal to twelve (12) months of her base monthly compensation, consistent with Government Code section 53260 *et seq.* ("severance pay") This severance pay will be in addition to pay accrued, but not remitted, prior to the notice of termination. EMPLOYEE shall have no right to appeal the decision of the CITY, unless EMPLOYEE is entitled to a "*Lubey*" hearing under the law. Notwithstanding the foregoing, EMPLOYEE may not be terminated by CITY without cause during the 90 days after any general municipal election held in the CITY at which election one or more City Council members are elected to office.
- d. **Termination With Cause.** The CITY reserves the right to terminate this Agreement and EMPLOYEE's employment at any time, with Cause. If this Agreement and EMPLOYEE's employment are terminated for Cause, EMPLOYEE shall not be entitled to any severance benefits. EMPLOYEE shall have no right to appeal the decision of the CITY, unless EMPLOYEE is entitled to a "*Lubey*" hearing under the law. "Cause" shall include:
- i. Conviction of a felony or a misdemeanor involving moral turpitude;
or
 - ii. Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the City Manager's duties, subject to the limits of any applicable disability protections; or
 - iii. Willful abandonment of duties or repeated and protracted unexcused absences from the City Manager's office and duties; or
 - iv. EMPLOYEE's permanent disability if such disability precludes EMPLOYEE from performing his essential job duties for more than (6) cumulative months after attempts at reasonable accommodation pursuant to the Americans with Disabilities Act and/or California's Fair Employment & Housing Act.

- e. **Effect of Conviction on Termination.** If EMPLOYEE is convicted of a crime involving an abuse of her office or position, as defined in Government Code section 53243.4, the following restrictions will apply:
- i. Any paid leave given to the EMPLOYEE pending an investigation shall be fully reimbursed to the CITY.
 - ii. Any funds expended by the CITY for the legal criminal defense of the EMPLOYEE shall be fully reimbursed to the CITY.
 - iii. Any cash settlement paid to the EMPLOYEE shall be fully reimbursed.

Upon conviction of a covered felony under *Government Code* section 7522.72 or 7522.74, EMPLOYEE may forfeit the benefits in accordance with those sections.

5. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

6. **Proprietary Information.** "Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports and data, forecasts, customer lists, attorney client-privileged information, confidential licensing information, and other information exempt from production under the California Public Records Act and or the Federal Freedom of Information Act. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During her employment by CITY, EMPLOYEE shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this AGREEMENT. Following termination, EMPLOYEE shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. EMPLOYEE's obligations under this Section shall survive the termination of her employment and the expiration of this AGREEMENT.

7. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Los Angeles County, California.

8. **FURTHER ASSURANCES.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

9. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: **CITY OF ALHAMBRA**
CITY HALL
111 South First Street
Alhambra, CA 91801
Attn: Mayor

EMPLOYEE: **Jessica Binnquist**
[Deliver to last updated address in CITY personnel file]

10. **ASSIGNMENT.** Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

11. **BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

12. **MERGER AND MODIFICATION.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

13. **SEVERABILITY.** In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.

14. **REPRESENTATION BY COUNSEL.** EMPLOYEE and CITY acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

15. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

CITY

EMPLOYEE

By: _____
STEPHEN SHAM
Mayor

By: _____
JESSICA BINNQUIST

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
JOSEPH M. MONTES, City Attorney

GENERAL RELEASE AGREEMENT

This General Release Agreement ("Release Agreement") is entered into by and between _____ ("Manager") and CITY OF _____ ("City"), in light of the following facts:

- A. Manager's employment with City concluded on _____.
- B. Certain disputes have arisen between City and Manager.
- C. City and Manager each deny any liability whatsoever to the other.
- D. City and Manager wish to fully and finally resolve any and all disputes they may have with each other.

E. Manager is hereby informed that he/she has twenty-one (21) days from receipt of this Agreement to consider it. City hereby advises Manager to consult with his/her legal counsel before signing this Agreement.

F. Manager acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), he/she may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.

G. Manager acknowledges that the Salary Payment referenced in paragraph 1 of this Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to him/her through the date of employment termination. Manager also acknowledges that City has made this Salary Payment without regard to whether he/she signs this Agreement. The Salary Payment does not constitute consideration for this Agreement.

1. Receipt of Salary Payment. Manager hereby acknowledges receipt of a check or checks for all compensation owing to him/her, including salary, accrued benefit balances and reimbursed expenses ("Salary Payment") from City.

2. Severance. Within five (5) days following Manager's signing, delivering to the City, and not revoking this Agreement, City shall pay Manager the gross amount provided for in Section 4.C. of the attached Employment Agreement, less applicable deductions. Manager acknowledges that the Severance is in excess of all amounts due and owing her as a result of her employment by City.

3. General Release. In consideration of the Severance to be paid and provided to Manager, and other good and valuable consideration, Manager hereby releases and discharges City and its past and present City Council Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his/her employment by City which he/she now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act of 1993, the Domestic Partners Act of 2003, the California Labor Code, the Private Attorneys General Act of 2004, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, any other federal, state, or local employment practice legislation, or any federal or state common law, including wrongful discharge, breach of express or implied contract, or breach of public policy.

Manager hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Manager understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of City and its past and present City Council Members, employees, representatives and agents, Manager expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he/she does not know or suspect to exist in his/her favor.

Manager further acknowledges that he/she has read this General Release and that he/she understands that this is a general release, and that he/she intends to be legally bound by the same.

4. Fees and Costs. Manager and City agree that in the event of litigation relating to this Release Agreement, the prevailing party shall be entitled to recover his/her/its reasonable attorneys' fees and costs.

Dated _____, 20__

CITY OF _____

By: _____

Dated: _____, 20__

MANAGER

APPROVED AS TO FORM:

By: _____

Date: _____

ATTEST:

By: _____

City Clerk

Date: _____

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

(AGREEMENT NO. C2M18-1)

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“FIRST AMENDMENT”) is made and entered into and effective on June 15, 2021 by and between the **CITY OF ALHAMBRA**, a municipal corporation, (“CITY” herein) and **JESSICA BINNQUIST** (“EMPLOYEE” herein) and amends that certain employment agreement entered into by and between CITY and EMPLOYEE dated and effective as of January 9, 2018 (the “AGREEMENT”).

RECITALS

WHEREAS, EMPLOYEE and CITY have entered into that certain AGREEMENT pursuant to which EMPLOYEE serves as CITY’s City Manager; and

WHEREAS, the original term of the AGREEMENT expires on December 31, 2022; and

WHEREAS, CITY and EMPLOYEE wish to extend the term of the AGREEMENT.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and EMPLOYEE mutually agree as follows:

1. **Amendment to Term.**

Section 1.2 of the AGREEMENT is hereby amended to read as follows:

1.2 Term. This AGREEMENT commences and is effective on January 9, 2018 (“COMMENCEMENT DATE”) after being approved by the CITY COUNCIL, and after being executed both by EMPLOYEE and CITY COUNCIL. EMPLOYEE shall be employed in the position of CITY MANAGER for a term commencing on the COMMENCEMENT DATE, through December 31, 2027, or the date of earlier termination in accordance with the provisions of Section 4 [Termination]. On January 1, 2027, and on each succeeding January 1st while this Agreement is in effect, this Agreement shall be automatically extended for one (1) additional year unless prior to that date the City Council notifies EMPLOYEE of its intent not to extend the Agreement. CITY’s election not to extend this Agreement shall not entitle EMPLOYEE to severance pursuant to Section 4 [Termination] of this Agreement.

2. **Effect of Amendment**

Except as expressly amended in this FIRST AMENDMENT, all other terms of the AGREEMENT are and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this FIRST AMENDMENT to be executed, the day and year first-above written.

CITY

By: 
KATHERINE LEE
Mayor

Date: 7-1-21

EMPLOYEE

By: 
JESSICA BINNQUIST

Date: 6-15-21

APPROVED AS TO FORM:

By: 
JOSEPH M. MONTES, City Attorney