

CITY MANAGER EMPLOYMENT AGREEMENT

2023-047

Between the City of Carpinteria

and

Michael Ramirez

This Employment Agreement (“Agreement”) is entered into as of November 27, 2023 by and between the City of Carpinteria, California, a municipal corporation (“City”), and Michael Ramirez, an individual (“Employee”), (collectively referred to as the “Parties”), with respect to the employment of Employee as City Manager of the City.

RECITALS

WHEREAS, the City requires the services of a City Manager; and

WHEREAS, an individual appointed as City Manager must have the necessary education, experience, skills, and expertise to serve as the City’s City Manager; and

WHEREAS, Employee was selected to be City Manager following a national recruitment led by an independent recruitment firm; and

WHEREAS, Employee has been serving as the City’s Assistant City Manager since December 2021, during which time he has demonstrated that he possesses the administrative and executive abilities and qualifications to serve as City Manager; and

WHEREAS, the general powers and duties of the City Manager are established in Title 2, Chapter 2.08 of the Carpinteria Municipal Code (“CMC”) and by other provisions of the CMC, other ordinances, resolutions, policies of the City Council, and state statute; and

WHEREAS, the City Manager must establish and maintain strong partnerships with the City Council and the community that are cultivated by the City Manager’s local ties and having a personal stake and interest in the community’s quality of life; and

WHEREAS, because the City Manager also serves as the City’s Director of Emergency Services and must be available during the critical hours immediately following catastrophic events and other emergencies, the City believes it is in the best interest of the community for the City Manager to reside within or near the municipal boundaries of the City and, recognizing the high cost of housing within the community, determines to provide assistance with such housing; and

WHEREAS, the City Council finds that the above stated reasons for providing housing assistance constitute a legitimate “public purpose” for offering such housing assistance; and

WHEREAS, in consideration of these Recitals and the performance of the Parties of the promises, covenants, and conditions herein, the Parties desire to determine the terms and conditions of employment for the City Manager.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. TERM OF EMPLOYMENT.

a. Effective Date and Term. Employee's appointment as City Manager commences on December 8, 2023 at 5:01 PM PST ("Effective Date"). The term of this Agreement shall be for four (4) years commencing on the Effective Date and ending at midnight PST on December 7, 2027, unless terminated earlier as provided herein ("Term"). The Parties may mutually agree to extend the Term for successive one (1)-year terms. Where City elects not to extend the Term, City must give Employee written notice of non-extension at least ninety (90) days prior to December 7, 2027 if for the first extension, or at least ninety (90) days prior to December 7 of any successive year. If City elects not to extend the Term and it expires without being terminated earlier as provided in Section 7, Employee shall not be entitled to Severance pursuant to this Agreement. Nothing herein shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, as set forth in Section 7.

b. Application of Government Code Section 3511.2. Notwithstanding any other provision in this Agreement, nothing in this Agreement provides for an automatic renewal of the Term resulting in an automatic compensation increase and/or cash settlement in excess of legal limitations.

c. No Property Interest. Employee is employed in an "at-will" position and serves at the pleasure of the City Council. Nothing in this Agreement confers upon Employee any right to any property interest in continued employment as the City Manager, or any due process right to a hearing before or after a decision by the City Council to terminate his employment as City Manager.

2. DUTIES AND OBLIGATIONS OF EMPLOYEE.

a. City Manager Duties. Employee agrees to and shall faithfully discharge the duties of City Manager and devote his full-time attention and energies to the performance of these duties to the satisfaction of the City Council. Employee's duties as City Manager include, but are not limited to, those identified in the CMC, California Government Code, City policies, and other duties as determined by the City Council.

b. Work Hours. It is recognized that the City Manager is considered to be a management personnel position which often requires more than a conventional forty-hour week to provide the desired level of professional service. It is further recognized that to properly fulfill his duties and responsibilities, Employee shall devote a considerable amount of time outside normal office hours to the business of the City. Therefore, while Employee shall spend sufficient hours onsite to perform the City Manager's duties, Employee has discretion over his work schedule and work location and will not be required to maintain a strict forty (40) hour-per-week onsite presence at City Hall, and may be occasionally absent from City Hall during normal business hours as is reasonable and appropriate. 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 at an overtime rate.

c. **Conflicting Activities.** In accordance with Government Code section 1126 and CMC section 2.08.050, the employment provided for by this Agreement shall be Employee's sole employment. Without the express prior written consent of the City Council, Employee shall not engage 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 City Manager's duties.

3. EMPLOYEE COMPENSATION.

a. **Annual Compensation.** City agrees to pay Employee for his services rendered at the rate of eight thousand six hundred fifty-three dollars and eighty-five cents (\$8,653.85) bi-weekly, which equals an annual base salary of two hundred twenty-five thousand dollars and zero cents (\$225,000.00) ("Base Salary"). Employee shall receive this salary according to the payroll schedule in place for City Management Personnel, as set forth in the City's Conditions of Employment for Management Personnel ("Management Conditions of Employment"), as it may be amended from time to time. Employee shall not be entitled to receive payment or credit for, and the City shall not pay or credit Employee for, overtime, compensated time off in lieu of overtime, or other compensation except as expressly provided in this Agreement. Employee acknowledges that the position of City Manager is exempt from the provisions of the Fair Labor Standards Act.

b. **Housing Assistance.** To incentivize Employee to reside within the City, City shall provide Employee with assistance for the rental, lease, or purchase of a residence, provided that (i) such housing is located within five (5) miles of the City's municipal boundaries during the 1-year period immediately following the Effective Date of this Agreement; (ii) such housing is located within the City's municipal boundaries after the expiration of the 1-year period immediately following the Effective Date of this Agreement; (iii) Employee resides in and designates this housing as his primary residence; and (iv) Employee is qualified to receive such assistance, pursuant to the terms and conditions set forth in this Section 3.b and its subparts. For the purposes of this Agreement, primary residence shall mean the residence that Employee occupies for a majority of the year, including weekends, and designates as his permanent address on documents such as his driver's license and tax returns.

i. Assistance with Moving Costs and Rental or Lease Payments. Pursuant to the above conditions, the City shall provide Employee with housing assistance not to exceed a total annual amount of twenty-four thousand dollars (\$24,000), which shall be paid in equal monthly or bi-weekly installments, until such time as Employee purchases a primary residence or until the Agreement is terminated, whichever occurs first. City shall also provide Employee with a one-time lump sum payment of \$10,000 as a contribution toward Employee's relocation costs. This housing assistance shall not be considered pensionable compensation pursuant to Government Code section 7522.34(c)(7). Employee shall maintain accurate records related to such lease or rental payments for a minimum of two (2) years.

ii. **Housing Ownership Assistance.** City maintains a Housing Ownership Loan Assistance program (“Housing Ownership Assistance”), whereby the City offers financial assistance toward the purchase of the City Manager’s primary residence within the City’s municipal boundaries once the City Manager has served in his position for a period of five (5) continuous years immediately prior. Employee shall be entitled to participate in this or any other Housing Ownership Assistance program that may be established by the City for the benefit of the City Manager for which he qualifies, however the City shall not provide Employee with monetary assistance under both the Temporary Housing Assistance and the Housing Ownership Assistance program at the same time.

c. **Annual Performance Evaluation and Salary Review.** The City Council shall endeavor to review and evaluate on an annual or other basis the performance of Employee.

i. **Performance Evaluation.** The City and Employee shall discuss the process for Employee’s performance review. As part of that process, the City and Employee may develop annual goals, objectives, and performance standards for Employee for the benefit of the City and in attainment of the City’s policy objectives, and may further establish a priority among those goals, objectives, and performance standards which may be reduced to writing.

ii. **Salary Review.** Employee’s Base Salary may be adjusted, either by raise or reduction, at the sole discretion of the City Council concurrent with Employee’s performance evaluation. Any changes to the Employee’s Base Salary, either by raise or reduction, shall require an amendment to this Agreement. In the event an amendment to this Agreement reflecting a change in Employee’s Base Salary is not agreed to by Employee, Employee’s refusal to enter into such amendment shall constitute a termination without cause as described in Section 7.b, unless the reduction is a result of documented performance by Employee in which case said failure to enter into an amendment shall constitute termination for cause as described in Section 7.c.

4. **EMPLOYEE BENEFITS.** Subject to the terms and conditions of this Section 4 and its subparts, the City agrees to provide Employee with those benefits provided to management personnel pursuant to the Management Conditions of Employment, as it may be amended from time to time:

a. **Health Benefits.** The City shall contribute to the premiums for health and dental benefits for Employee and his dependents as set forth in the Management Conditions of Employment, as it may be amended from time to time. Employee is also entitled to participate in the Flexible Benefit Program (e.g., Cafeteria Plan) pursuant to the Management Conditions of Employment, as it may be amended from time to time.

b. **Electronic Devices.** The City shall provide Employee use of a laptop computer, tablet, and/or other electronic device or technology for business use on the same terms and conditions as other City management personnel. The City shall provide Employee with a cellular phone stipend pursuant to the terms of the City’s Cell Phone and Personal Digital Assistant (PDA) Policy, as it may be amended from time to time.

c. Retirement Benefits. The City is a member of the California Public Employees' Retirement System ("PERS"). The City shall follow all retirement requirements as mandated by the contract between City and PERS, and applicable law shall govern the eligibility for and level of benefits to which Employee is entitled. If Employee maintains PERS reciprocity, Employee shall receive the retirement benefits as set forth in the Management Conditions of Employment, as it may be amended from time to time.

d. SDI/FICA Medicare Reimbursement. City shall reimburse Employee for payroll deductions made on Employee's Base Salary for State Disability Insurance ("SDI") and FICA Medicare Tax as set forth in the Management Conditions of Employment, as it may be amended from time to time. For example, if the Management Conditions of Employment are amended so that management personnel receive additional salary, deferred compensation, or other benefits in place of receiving reimbursement for SDI and FICA Medicare Tax deductions, Employee shall receive the same amended benefits.

e. Life Insurance. The City shall pay premiums for a single life insurance policy for Employee in the amount of Employee's Base Salary amount, as of the Effective Date of this Agreement, plus the amount provided to other City management personnel as set forth in the Management Conditions of Employment, as it may be amended from time to time. For example, as of the Effective Date of this Agreement, the City shall pay premiums for a life insurance policy for Employee in the amount of three hundred twenty-five thousand dollars (\$325,000).

f. Deferred Compensation. The City shall contribute a total of seven percent (7%) of Employee's Base Salary, not to exceed the maximum annual contribution as permitted under the Internal Revenue Code, into Employee's deferred compensation account. Payment shall be made in equal bi-weekly installments according to the City's payroll schedule. This City contribution shall not be pensionable compensation nor shall it be included in the calculation of retirement benefits. To receive this benefit, Employee must be enrolled in the City's Deferred Compensation Plan and shall comply with all requirements of the IRS rules and regulations.

g. Leave Bank. Employee shall accrue annual leave in accordance with the Management Conditions of Employment, as it may be amended from time to time. In recognition of Employee's prior employment with the City as Assistant City Manager, as of the Effective Date of this Agreement, Employee's accrual of leave bank benefits shall begin at the level of "Management Employee Serving as Department Head with nine (9) years of service" as defined in the Management Conditions of Employment, as it may be amended from time to time. Employee is entitled to roll over and retain any and all existing leave bank hours accrued from Employee's prior employment as Assistant City Manager. Employee shall have no maximum limitation on leave bank cash out options, provided that Employee retains an accrued leave balance of at least eighty (80) hours in his leave bank. All other regulations regarding Employee's leave bank shall be governed by the Management Conditions of Employment, as it may be amended from time to time.

h. Vehicle Allowance. The City shall provide Employee with a vehicle allowance of \$450.00 per month. All costs of operation of the vehicle for Employee, including but not limited to, fuel, maintenance, and insurance, shall be borne by Employee. Employee is required to provide proof of a valid driver's license and vehicle insurance prior to receiving any vehicle allowance, and employee is required to maintain a valid driver's license and appropriate vehicle insurance consistent with applicable City coverage requirements during the term of the Agreement.

i. No COLA Adjustments. Employee shall not be entitled to any cost of living ("COLA") adjustments to compensation, if any, as are afforded other City employees.

j. Right to Modify. Employee understands and agrees the City reserves the right to modify, suspend, or discontinue any and all of the benefits granted to management personnel via amendment to the Management Conditions of Employment, which may affect Employee. Nothing in this Agreement shall be construed as requiring the City to establish or continue any particular plans, policies, or benefits in the discharge of its obligations under this Agreement.

5. REIMBURSABLE EXPENSES.

a. General. Pursuant to the terms of this Agreement, City shall reimburse Employee for expenses incurred in the performance of his duties. Reimbursable expenses shall be limited to those reasonable and necessary for the performance of Employee's duties under this Agreement. Employee shall submit such expenses to the City Council for approval and reimbursement upon such forms and with receipts and other expense records as required by the City Council.

b. Memberships. City shall pay the membership costs and fees for Employee to join and maintain membership in such associations as the Employee and/or the City Council deem appropriate and useful to Employee's professional participation, growth, and advancement for the good of the City. Memberships may include, but not be limited to, the League of California Cities ("Cal Cities"), the International City/County Management Association ("ICMA"), the California City Manager's Foundation ("CCMF"), and such other memberships as included in the City's approved budget and/or as approved by the City Council.

c. Conferences. City shall reimburse Employee for reasonable travel and meeting expenses incurred by Employee to attend conferences and other events as Employee and/or the City Council deem appropriate and useful to Employee's professional participation, growth, and advancement for the good of the City. Conferences and events may include, but not be limited to, the annual Cal Cities Conference, annual Cal Cities City Managers' meeting, annual ICMA conference, the California Joint Powers Insurance Authority ("CJPIA") annual Risk Management Educational Forum and such other travel and/or meetings as included in the City's approved budget and/or as approved by the City Council. Employee shall provide receipts and other expense records as may reasonably be requested by the City Council as a condition for expenses to be reimbursed under this subsection.

d. Professional Development. The City shall pay for all direct costs incurred from training and/or educational courses required by or directly related to Employee's duties as City

Manager that are deemed to be appropriate or necessary for Employee's continued professional participation, growth, and advancement for the good of the City. Direct costs shall include costs for tuition, books, and supplies related to the training or education course. Employee shall work with City Council to ensure that costs for such training and/or educational courses are included in and approved as part of the City's annual budget. For the cost of training and/or educational courses not included in the City's approved budget, Employee shall obtain approval of the City Council for the City's payment of such costs or for reimbursement of such costs to Employee. Upon presentation of satisfactory evidence of completion of training and/or educational courses, Employee shall provide receipts and other expense records as may reasonably be requested by the City Council as a condition for expenses to be reimbursed under this subsection.

6. TAXES. Employee shall be responsible for all federal, state, local, or other taxes resulting from any compensation or benefits provided to him by the City. The City shall withhold from any compensation or benefits provided under this Agreement all federal, state, local, or other taxes as may be required pursuant to law or governmental regulation or ruling.

7. TERMINATION OF AGREEMENT. The Parties understand and agree that Employee, in performing his duties as City Manager, is an "at-will" employee who serves at the pleasure of the City Council and his employment may be terminated at any time with or without cause, and without any right of notice or hearing whatsoever including any so-called "Skelly" meeting, provided that the notice provisions in this Section and Sections 1.a and 10 of this Agreement are complied with as applicable.

a. Voluntary Termination. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City. In the event that Employee voluntarily terminates this Agreement, he shall not be eligible to receive any Severance pay pursuant to Section 7.d of this Agreement. Further, all of Employee's health and other benefits set forth in this Agreement shall cease on the day of voluntary termination of this Agreement, or as soon thereafter as feasible based on the City's and/or provider's policy for termination of benefits. Employee and the City recognize that the City prefers Employee provide at least a ninety (90) days' advance written notice to the City Council before Employee voluntarily resigns from the City Manager position. While such courtesy is desired, it is not required as the employment relationship created in this Agreement is "at-will."

b. Termination Without Cause. In the event City Council terminates Employee for its convenience and without cause before the expiration of Term, City shall provide Employee with Severance in accordance with Section 7.d of this Agreement, which shall be conditioned upon his execution of a Separation and Release Agreement.

c. Termination For Cause. In the event the City terminates Employee for cause, Employee shall be entitled to only the compensation accrued up to the date of termination and such other termination benefits and payments as required by law. Notice of termination for cause shall be provided to Employee in writing in accordance with Section 10 and may take effect immediately upon delivery. Said notice shall describe the cause for termination. In the event the City terminates Employee for cause, Employee shall not be entitled to any Severance

benefits described in Section 7.d of this Agreement. For purposes of this Agreement, "cause" for termination is any of the following and shall be determined at the sole discretion of the City Council:

- i. Violation of this Agreement, City's rules and regulations, and/or any other applicable City-adopted policy and procedure;
- ii. Theft of City property;
- iii. Employee's willful or intentional failure or refusal to perform his duties and responsibilities consistent with his obligations under this Agreement, or to comply with lawful written directives issued by the City Council pertaining to performance of Employee's job duties and responsibilities;
- iv. Conviction of a felony, or plea of guilty or nolo contendere, to any crime or offense involving moral turpitude, provided that Employee may be placed on administrative leave without pay should he be charged with a felony or crime involving moral turpitude unless or until such charges are resolved;
- v. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code section 53243.4, provided that Employee may be placed on administrative leave without pay should he be charged with "abuse of office or position" unless or until such charges are resolved;
- vi. Conviction of a felony, or conviction of a misdemeanor, or plea of guilty or nolo contendere, to any crime or offense relating to Employee's fitness to perform assigned duties, provided that Employee may be placed on administrative leave without pay unless or until such charges are resolved;
- vii. Employee fails to report to work without notice to City and/or without authorization from the City Council for three (3) consecutive days, except if Employee's failure to comply with this subsection is due to emergency circumstances beyond Employee's control;
- viii. Intoxication while on duty whether by drugs, alcohol, prescription or non-prescription drugs, and in the case of prescription drugs where they are being used in a manner not authorized by Employee's treating physician;
- ix. Unauthorized use of City property;
- x. Improper use of City funds;
- xi. Willful violation of Federal, State, or City discrimination and harassment laws concerning either members of the general public or City's employee(s) while acting in the course and scope of his employment on City premises or time and/or while acting without the prior approval or direction of the City Council;
- xii. Willful and unlawful retaliation against any City officer or employee or member of the general public who in good faith reports, discloses, divulges, or otherwise brings

to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or related directly thereto;

xiii. Willful violation of any conflict of interest or incompatibility of office laws;

xiv. Performance of material outside business interests that conflict directly with the activities and duties as City Manager; and/or

xv. A medical determination that Employee is unable to perform the essential functions of the position with or without a reasonable accommodation, due to a mental, physical, or other illness or disability for a period of six (6) months or longer.

d. Severance. Any severance payment provided for herein (“Severance”) shall be conditioned upon Employee’s execution of a Separation and Release Agreement within thirty (30) days of termination. In the event Employee declines to execute or revokes the Separation and Release Agreement, no Severance payment shall be made. Severance pay shall not be utilized for purposes of retirement credit and no additional benefits (e.g., annual leave) will accrue or be owed during the Severance period, unless provided for elsewhere within this Agreement. If Employee is entitled to receive Severance as provided in Section 7.b and this Section 7.d, City shall (i) pay Employee a lump sum amount in compliance with Government Code sections 53260 and 53261 equal to six (6) months of Employee’s Base Salary; and (ii) continue to contribute to the premiums for health and dental benefits for Employee and dependents, as set forth in Section 4.a, for six (6) months from termination or until Employee finds other employment, whichever occurs first. City’s continued contributions to premiums for health and dental benefits may be provided to Employee either through direct payment(s) to the provider(s) and/or a lump sum payment to Employee. Severance shall not be paid to Employee in the event of death of the Employee, Employee’s resignation or retirement, or termination of Employee for cause.

e. Application of CJPIA Chief Executive Separation Payment. Notwithstanding Section 7.d of this Agreement, in the event this Agreement is terminated by the City for any reason other than for cause, the City shall not contest Employee’s eligibility to receive payments in accordance with the Chief Executive Separation Payment provision in the CJPIA’s Memorandum of Coverage – Primary Liability.

f. Application of Government Code Section 53243.3. In the event Employee is provided any cash settlement related to Employee’s termination, such sums shall be fully reimbursed by Employee to City if the Employee is convicted of a crime involving abuse of his office or position. All provisions of Government Code section 53243.3 shall take precedence over the terms of this Agreement.

g. Return of Property. Employee shall be responsible for all City property (including but not limited to any computer, phone, and/or other electronic devices), materials, written information, and computer data issued to Employee or in his possession or control. All City property must be returned by Employee on or before his last day of work or at such earlier time as the City may request. Where permitted by applicable laws, the City may withhold from the

Employee's final pay (or other monies due to the departing Employee) the cost of any items that are not returned when required. The City may also take all action deemed appropriate to recover or protect its property.

8. INDEMNIFICATION. For the purpose of indemnification and defense of legal actions, Employee shall be considered an employee of the City and entitled to the same rights and subject to the same obligations as are provided for all other employees of the City as set forth in Sections 825 through 825.6 and Sections 995 through 996.6 of the California Government Code.

9. CONFIDENTIAL INFORMATION. Employee acknowledges and stipulates that in the performance of his duties, the City discloses and entrusts him with certain private, confidential and proprietary information. Employee agrees not to directly or indirectly disclose or use at any time any such information, whether it be in the form of records, lists, data, personnel information, drawings, reports, or otherwise, of a business or technical nature, which was acquired or viewed by Employee during Employee's relationship with the City unless such disclosure is authorized by the City in writing, required by law, or required in the performance of the duties of the City Manager. In the event Employee becomes legally compelled (e.g., by deposition, interrogatory, public records request, order, subpoena, civil investigative demand, or similar process issued by a court of competent jurisdiction) to disclose confidential information, prompt written notice of any such requirement shall be provided to the City Attorney. This provision shall survive the termination or expiration of this Agreement.

10. NOTICE. Any notices required hereunder shall be in writing and shall be given by personal delivery, overnight courier service, or United States Mail to the Party to whom it is to be given. All notices shall be deemed effective upon personal delivery or upon three (3) business days following deposit with any overnight courier service or the United States Postal Office. Any notice required to be given to the Employee under this Agreement shall be addressed to him at his last known address as reflected in the City's personnel records. Any notice required to be given to City under this Agreement shall be addressed to the City Clerk, at City Hall. Any Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner herein provided.

11. GENERAL PROVISIONS.

a. Governing Law & Severability. This Agreement shall be governed by the laws of the State of California. If any clause, sentence, section, or other provision of this Agreement is deemed void, unlawful, or otherwise unenforceable, then such shall be severed and the balance of this Agreement construed as if the severed language was not a part hereof.

b. Modification, Amendment, Waiver. No modification or amendment of any provision of this Agreement shall be effective unless approved upon majority vote of the City Council, put in writing, and signed by both Parties. Pursuant to state law requirements, amendments to Employee's Base Salary and/or benefits may only be considered by the City Council at a regular meeting. The failure of a Party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the

right of either Party thereafter to enforce each and every provision hereof in accordance with its terms.

c. Assignment. Neither this Agreement nor any of the rights or obligations created herein shall be assignable by Employee without the prior written approval of the City.

d. Counterparts. This Agreement may be executed in any one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The transmission of an executed signature page by any Party may also be accomplished via facsimile or via electronic transmission, and such copies may be treated as if they were originals.

e. Section Headings. The section headings used herein are not a substantive part of this Agreement and are included solely for convenience and have no bearing upon and do not in any way limit the application of the terms and conditions of this Agreement.

f. Incorporation. The Recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

g. Jurisdiction and Venue. Personal and subject matter jurisdiction and venue for any controversy or claim arising out of or relating to this Agreement shall be in the California Superior Court in and for the County of Santa Barbara, or in the discretion of the City, the United States District Court for the Central District of California.

h. Conflict Between CMC and Agreement. In the event the terms of this Agreement conflict with provisions of Title 2, Chapter 2.08 of the City's Municipal Code, as it may be amended from time to time, the terms of this Agreement shall prevail.

i. Policy and Rule Modification. Employee agrees and understands that the City reserves the right to unilaterally revise, modify, delete, or add to any and all policies, procedures, work rules, benefits, the Management Conditions of Employment, or any other document that is referred to herein or may affect the conditions of Employee's employment, except for the policy of at-will employment. However, any such changes shall be in writing and approved by the City. In the event the terms of this Agreement conflict with the Management Conditions of Employment, as they may be amended from time to time, the terms of this Agreement shall prevail.

j. Voluntary Agreement. Employee agrees and represents that prior to entering into this Agreement, Employee has had reasonable time and opportunity to consult with an attorney or representative of Employee's choice concerning all terms and conditions of this Agreement. Employee also represents he has carefully read and fully understands the meaning, intent, and consequences of this Agreement, that he is competent to execute this Agreement, and freely and voluntarily enters into this Agreement without duress.

k. Independent Advice. Employee further acknowledges that provisions of this Agreement may result in certain tax consequences. Employee represents and warrants that Employee has had the opportunity to independently seek any needed expert advice in this

regard, and that Employee shall bear full and complete responsibility for any and all tax consequences hereunder.

I. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Employee and supersedes all prior understandings, negotiations, representations, or agreements.

IN WITNESS WHEREOF, the Parties have entered into this Employment Agreement for the City Manager as of the date first written above.

[Signature page follows]

CITY OF CARPINTERIA

By: Al Clark
Al Clark, Mayor

EMPLOYEE

By: Michael Ramirez
Michael Ramirez

ATTEST:

By: Brian C. Barrett
Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria



APPROVED AS TO FORM

By: Jena S. Acos
Jena S. Acos, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney

