

**POLICE CHIEF EMPLOYMENT AGREEMENT  
BETWEEN  
CITY OF GLENDORA AND MICHAEL RANDAZZO**

This POLICE CHIEF EMPLOYMENT AGREEMENT (the "AGREEMENT") is made and entered into this 14th day of April, 2024, by and between the CITY OF GLENDORA, a general law city and municipal corporation (hereinafter referred to as "CITY") and MICHAEL RANDAZZO, an individual (hereinafter referred to as "EMPLOYEE") (collectively, the "PARTIES").

**RECITALS**

WHEREAS, it is the desire of CITY through the City Manager to secure and retain the services of EMPLOYEE as Police Chief of CITY in accordance with the applicable provisions of the Glendora Municipal Code ("GMC"); and

WHEREAS, pursuant to GMC § 2.08.070(3), CITY's City Manager has the authority to appoint, remove, promote and demote all officers and employees of CITY under the jurisdiction of the City Manager, which includes the position of Police Chief; and

WHEREAS, pursuant to GMC § 2.09.060, the appointment of "department heads, including the city clerk and city treasurer, shall be subject to ratification by the city council" of CITY; and

WHEREAS, the Police Chief serves as the department head of CITY's Police Department; and

WHEREAS, the City Council of CITY ratified the appointment of EMPLOYEE as a department head at its duly noticed and regularly scheduled City Council meeting of April 23, 2024; and

WHEREAS, EMPLOYEE desires to be employed on a full-time basis as Police Chief of CITY; and

WHEREAS, the duties of the Police Chief position are set forth in Exhibit "A" to this AGREEMENT; and

WHEREAS, the PARTIES now wish to memorialize the terms and conditions of EMPLOYEE'S services to CITY and its related agencies through this AGREEMENT.

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

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## AGREEMENT

### 1.0 EMPLOYMENT & DUTIES

Pursuant to GMC § 2.09.060, the City Manager of CITY hereby appoints EMPLOYEE as Police Chief of CITY, subject to and ratified by the City Council of CITY, to perform the functions and duties of Police Chief, including those functions and duties specified in the Job Description for the Police Chief position, attached hereto as **Exhibit A**, and the Glendora Municipal Code and to perform such other legally permissible and proper functions and duties as the City Manager shall, from time-to-time, direct or assign. EMPLOYEE shall perform these functions and duties in an efficient, competent, and ethical manner and shall devote his best efforts and full-time attention thereto.

### 2.0 TERM AND CONDITIONS OF EMPLOYMENT

#### 2.1 Commencement & Effective Date.

EMPLOYEE shall commence his services at 8:00 a.m., Pacific Daylight Savings Time, on May 27, 2024, which shall also be deemed the Effective Date of this AGREEMENT.

#### 2.2 Hours of Work.

EMPLOYEE shall devote not less than forty (40) hours per week to assigned duties as Police Chief of CITY. It is recognized EMPLOYEE is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the CITY. EMPLOYEE acknowledges that proper performance of the duties of Police Chief will require EMPLOYEE to generally observe normal business hours, as set by CITY and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, CITY will permit EMPLOYEE such reasonable "time off" as is customary for exempt employees of CITY, so long as the time off does not interfere with CITY's 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 because the Police Chief job classification is an "exempt" classification and is not subject to the overtime provisions of the federal Fair Labor Standards Act ("FLSA").

#### 2.3 At-Will Employment Status.

(A) Except as otherwise provided by Government Code § 3304(c), nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of the City Manager of CITY to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3, paragraphs A and B, of this AGREEMENT, nor does this AGREEMENT create a property interest, where one does not exist by rule or law, in the job of CITY's Chief of Police.

EMPLOYEE is an at-will employee serving at the pleasure of the City Manager. CITY's City Manager may, upon compliance with Government Code § 3304.5, if

requested, terminate EMPLOYEE's employment at any time, for any reason, with or without good cause and for the convenience of CITY. Except as set forth in this AGREEMENT, EMPLOYEE is excluded from the CITY's Personnel System and holds no property right in his employment.

(B) Nothing in this AGREEMENT shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign from his position with CITY at any time.

(C) EMPLOYEE agrees to remain in the exclusive employ of CITY commencing upon a date specific to be agreed upon between the PARTIES hereto contingent upon and after EMPLOYEE has successfully completed a physical examination and thereafter agrees to remain in full-time employ of CITY until termination of this AGREEMENT is effected as provided herein. The term "employed" shall not be construed to preclude EMPLOYEE from engaging in occasional teaching, writing, or consulting performed during EMPLOYEE's non-working hours, provided that such activities are undertaken with the knowledge and advance written approval of the City Manager.

#### 2.4 FLSA Exempt Status.

EMPLOYEE agrees that EMPLOYEE'S position is that of an exempt employee for the purposes of the Fair Labor Standards Act ("FLSA").

#### 2.5 Exclusion From Competitive Service and CITY's Personnel Ordinance and Rules Not Applicable.

Pursuant to GMC § 2.09.020, EMPLOYEE's position of Police Chief is excluded from the CITY's personnel system and accordingly, the provisions of CITY's Personnel Rules and Ordinance shall not apply to this position, except those Personnel Rules relating to Attendance and Leaves, Authorization and Procedures for Expense Reimbursement and Assignment and Use of CITY Property.

#### 2.6 Other Activities.

EMPLOYEE shall focus EMPLOYEE'S professional time, ability, and attention to the CITY's business during the term of this AGREEMENT. EMPLOYEE shall not engage, without the express prior written consent of the City Manager, 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 the Police Chief.

#### 2.7 CITY Documents.

All data, studies, reports and other documents prepared by EMPLOYEE while performing the duties of Police Chief 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 Manager, for any purposes other than the performance of EMPLOYEE'S 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.

### 3.0 TERMINATION

#### 3.1 Termination by Employee.

EMPLOYEE may terminate this AGREEMENT at any time, provided EMPLOYEE provides the City Manager with at least twenty (20) days' advance written notice. In the event EMPLOYEE terminates this AGREEMENT, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay.

#### 3.2 Termination By City Manager.

##### (A) Termination by City Manager Without Cause.

EMPLOYEE is an at-will employee serving at the pleasure of the City Manager. CITY's City Manager may, upon compliance with Government Code § 3304.5, if requested, terminate EMPLOYEE's employment at any time, for any reason, with or without good cause and for the convenience of CITY. In that event the same is requested, in writing, by EMPLOYEE within ten (10) calendar days following the date of City Manager's notice of termination of EMPLOYEE, the administrative hearing provided for therein need not be conducted according to technical rules relating to evidence and witnesses. However, the substance of such rules shall be adhered so that such hearing can be fairly determined on reliable evidence.

The City Manager's right to terminate EMPLOYEE pursuant to this Section 3.2 shall not be subject to or in any way limited by the CITY's Personnel Ordinance and Rules or past CITY practices related to the employment, discipline or termination of its employees. EMPLOYEE expressly waives any rights provided for the Police Chief under the CITY's Personnel Rules and Regulations, Municipal Code pertaining to termination except as provided herein. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the job or position of CITY's Police Chief. EMPLOYEE shall remain an at-will employee serving at the pleasure of the City Manager.

Nothing in this paragraph shall be construed as precluding EMPLOYEE's right to contest the appropriateness of a for-cause termination in the Los Angeles Superior Court or any court of competent jurisdiction or otherwise enforce the provisions of this AGREEMENT.

(B) For Cause Involuntary Termination.

CITY's City Manager may terminate this AGREEMENT at any time by providing EMPLOYEE with five (5) business days' written notice of the termination for cause and the facts and grounds constituting cause. "Cause" shall be defined to include any misconduct materially related to performance of official duties, including but not limited to any of the following:

- 1) Breach of this AGREEMENT;
- 2) Willful or persistent material breach of duties or inattention to duties as listed in the attached job description;
- 3) Résumé fraud or other acts of material dishonesty;
- 4) Unauthorized or excessive unexcused absence or leave;
- 5) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or abuse of position;
- 6) Conviction of a felony under California law;
- 7) 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;
- 8) Violation of the CITY's Municipal Code, ordinances, rules, and regulations, including but not limited to the CITY's Personnel Ordinance and Rules, and Administrative Procedures Manual;
- 9) Use or possession of illegal drugs;
- 10) Engaging in conduct tending to bring embarrassment or disrepute to CITY;
- 11) Any illegal or unethical act involving personal economic gain, including but not limited to conviction of theft or attempted theft;
- 12) Significant mismanagement of CITY finances;
- 13) Any pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction of the City Manager or the policy decisions of the City Council or City Manager;
- 14) Gross misfeasance or gross malfeasance; and
- 15) Any similar cause.

For any of the foregoing, CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution. If CITY's City Manager terminates this AGREEMENT for cause and the services of EMPLOYEE hereunder, CITY shall have no obligation to pay EMPLOYEE any severance. The termination for cause provided for herein shall only be effective upon satisfaction of Government Code § 3304.5, if requested, by EMPLOYEE. In the event the same is requested, in writing, by EMPLOYEE within ten (10) calendar days following the date of City Manager's notice of termination of

EMPLOYEE, EMPLOYEE shall be entitled to a full and fair evidentiary hearing as required by law.

#### 4.0 SEVERANCE

##### 4.1 Severance Pay.

In the event EMPLOYEE is terminated without cause, then CITY shall pay to EMPLOYEE severance in an amount equal to his monthly base salary and benefits then in effect, multiplied by six (6), less applicable deductions and excluding deferred compensation or the value of any other benefits.

Notwithstanding the foregoing, if such severance payment exceeds the amount authorized to be paid under Government Code § 53260, then the amount paid to EMPLOYEE shall be reduced in the amount necessary to comply with the same. (Government Code § 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds 18 months.)

##### 4.2 No Severance

Termination for Cause. As provided in Section 3.2(A), should EMPLOYEE be terminated for cause, CITY shall have no obligation to pay the severance provided for in Section 4.1 above.

Termination Initiated by Employee. As provided in Section 3.1, should EMPLOYEE initiate termination of this AGREEMENT, the CITY shall have no obligation to pay the severance provided for in Section 4.1 above.

##### 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 as **Exhibit C**, which is hereby approved by the PARTIES as to form.

#### 5.0 COMPENSATION

##### 5.1 Salary.

CITY agrees to pay EMPLOYEE for services rendered pursuant to this AGREEMENT a monthly starting salary at Step 7 of the official salary schedule for Police Chief, payable in installments at the same time as other employees of CITY are paid. Such salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-

related liability costs. EMPLOYEE shall also receive, as an education allowance, Two-Hundred Dollars (\$200.00) per month for a Bachelor of Arts degree.

#### 5.1.1 Signing Bonus.

EMPLOYEE shall receive a one-time lump sum signing bonus in the amount of ten thousand dollars (\$10,000), not subject to CalPERS treatment as “special compensation.” This one-time lump sum payment will be paid out by the first pay period EMPLOYEE is Police Chief.

#### 5.2 Annual Performance Evaluation.

CITY agrees that twelve (12) months following appointment as Police Chief (“ANNIVERSARY DATE”), EMPLOYEE’s performance shall be evaluated to date. If EMPLOYEE receives (1) a “meets standard” evaluation while at Steps 1 – 5, and (2) an “exceeds standard” evaluation while at steps 6 – 10, CITY agrees to increase EMPLOYEE’s monthly compensation by the next available step within said position salary range should one exist. EMPLOYEE shall be evaluated pursuant to Section 7.0.

#### 5.3 Cost of Living Adjustment (“COLA”).

EMPLOYEE shall receive any commensurate cost of living wage adjustment and/or market adjustment that any other non-sworn Department Heads of CITY may receive through an adopted City Council resolution. EMPLOYEE shall also be granted the same across-the-board benefit increases granted to other CITY Department Heads through an adopted City Council resolution.

#### 5.4 Uniform Allowance

EMPLOYEE is expected to purchase and maintain uniform and other required articles of clothing and shall be provided a uniform allowance of \$87.50 per month (annual equivalent of \$1,050) and shall be paid through CITY’S normal payroll process. If uniforms are not maintained CITY may remove uniform allowance at any time.

### 6.0 BENEFITS

All provisions of the Glendora Municipal Code, regulations and rules of CITY, and any City Council resolution governing CITY and its Department Directors relating to vacation, sick leave, holidays, retirement system contributions and any other fringe benefits or working conditions as they now exist in the City of Glendora Executive Management Benefit Schedule which was most recently adopted by the City Council via Resolution 2022-66 and as they may hereafter from time to time be amended by the City Council, shall apply to EMPLOYEE as they would to other non-sworn Department Directors of CITY.

#### 6.1 CITY-Provided Automobile Allowance.

EMPLOYEE shall be provided a vehicle to perform his duties as Police Chief which shall be used for business connected with his official duties and to facilitate emergency responses and which may be used for *de minimis* personal use as defined in CITY’S

Administrative Procedure 1.10, as the same may be amended from time-to-time. All fuel, maintenance and operation costs associated with such vehicle and official use shall be paid for by CITY in its customary fashion.

City business-related travel may include travel destinations beyond the boundaries of Los Angeles County.

#### 6.2 Medical, Dental, Vision and Other Insurance.

CITY shall provide EMPLOYEE with medical, dental, vision, long-term disability and life insurance benefits in an amount equal to and on the same terms and conditions as such insurance is provided to other non-sworn Department Heads of CITY via an adopted resolution by the City Council of CITY.

#### 6.3 California Public Employees Retirement System.

CITY shall provide membership in the California Public Employees Retirement System ("CalPERS") to EMPLOYEE on the same terms and conditions as apply to sworn Tier 1 "Classic" employees of CITY and within compliance of State law governing public pensions. Sworn Tier 1 Classic is 3% @50 and employee shall reimburse the CITY for the employee contribution established by CalPERS, which is currently 9% for the 3% @ 50 formula pursuant to Glendora Resolution No. 02-63. City shall pay all of its portion of the CalPERS contribution.

#### 6.4 Deferred Compensation.

EMPLOYEE may participate in CITY's Deferred Compensation Program.

### 7.0 PERFORMANCE EVALUATIONS

#### 7.1 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's Police Department. Nothing herein shall be deemed to alter or change the employment status of EMPLOYEE (as set forth in Section 2.0 above), nor shall this Section 7.0 be construed as requiring "cause" to terminate this AGREEMENT, or the services of EMPLOYEE as Police Chief hereunder.

#### 7.2 Annual Evaluation.

The City Manager shall endeavor to review and evaluate the performance of EMPLOYEE annually within thirty (30) days of the ANNIVERSARY DATE as stated in Section 5.2. In addition, EMPLOYEE shall submit for the City Manager's consideration at those times established by the City Manager, but at least annually, EMPLOYEE's proposed performance goals and objectives and incorporate the City Manager's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 7.1 above.

#### 7.3 Written Summary.

The City Manager may, at his or her 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.

## 8.0 DUES AND SUBSCRIPTIONS

### 8.1 Professional Dues and Subscriptions.

Within the limits of fiscal ability, CITY agrees to budget a reasonable amount as determined by the City Manager for the payment of professional dues and subscriptions necessary for EMPLOYEE's participation in national, regional, state and local associations and organizations necessary for his continued professional growth and development and for the good of CITY.

### 8.2 Local Civic Service Club Membership.

Community participation is a vital and necessary part of EMPLOYEE's duties and as such, CITY shall pay necessary dues, fees and expenses for EMPLOYEE to belong to one local civic service club to be selected by EMPLOYEE with the approval of the City Manager of CITY.

## 9.0 PROFESSIONAL DEVELOPMENT

Within the limits of fiscal ability, CITY hereby agrees to budget a reasonable amount as determined by the City Manager and for the payment of travel and subsistence expenses of EMPLOYEE for educational courses, institutes and seminars that are necessary for EMPLOYEE's professional development and for the good of CITY and for official travel, meetings and occasions sufficient to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions on behalf of CITY.

EMPLOYEE shall submit all such expenses to the City Manager for approval in accordance with the Administrative policies and procedures of CITY and subject to limitations specified therein.

## 10.0 BONDS AND INDEMNIFICATION

### 10.1 Indemnification.

To the extent mandated by the California Government Code, 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.

### 10.2 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.

## 11.0 OTHER PROVISIONS OF EMPLOYMENT

### 11.1 Terms and Conditions of Employment.

City Manager of CITY shall fix any such other terms and conditions of employment, as he/she may determine from time to time, relating to the performance of EMPLOYEE, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this AGREEMENT or duly enforceable City Council Resolution.

## 12.0 GENERAL PROVISIONS

### 12.1 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 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.

### 12.2 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 Manager approval.

### 12.3 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 Manager  
City of Glendora  
116 E. Foothill Blvd.  
Glendora, California 91741

To EMPLOYEE:  
Michael Randazzo  
[On file with Human Resources Dept.]

with copy to:  
City Attorney  
c/o Aleshire & Wynder, LLP  
1 Park Plaza, Ste 1000  
Irvine, CA 92614

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.

#### 12.4 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 Police Chief duties under this AGREEMENT. EMPLOYEE shall comply with all requirements of law, including but not limited to, Government Code §§ 87100 *et seq.*, 1090, and 1125, and all other similar statutory and administrative rules.

#### 12.5 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.

#### 12.6 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.

#### 12.7 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.

#### 12.8 Government Code §§ 53243 - 53243.4.

Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his 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. These statutes are set forth in full in **Exhibit "B"** attached hereto and incorporated herein. 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:

- 1) § 53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

- 2) § 53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.
- 3) § 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.
- 4) § 53243.3. Reimbursement of non-contractual payments upon conviction or crime involving office or position.
- 5) § 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 the terms of this AGREEMENT involving compensation for termination that EMPLOYEE may receive from 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.

12.9 Independent Legal Advice.

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 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 Glendora has caused this AGREEMENT to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this AGREEMENT, all in triplicate.

CITY OF GLENDORA

EMPLOYEE

DocuSigned by:  
 ADAM RAYMOND, City Manager  
*Adam Raymond*  
 A0FB4F5D056C43C...

DocuSigned by:  
 MICHAEL RAMDAZZO  
*Michael Ramdazzo*  
 AEE488EFB0FF4A8...

APPROVED AS TO FORM:

DocuSigned by:  
 DANNY ALESHIRE, City Attorney  
*Danny Aleshire*  
 0D5924B7E6ED4A5...

[END OF SIGNATURES]

## Exhibit A

### CITY OF GLENDORA

#### POLICE CHIEF JOB DESCRIPTION

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

#### DEFINITION

Under general direction, functions as the administrative head of the Glendora Police Department; participates in the development of and implements policies related to assigned areas of responsibility; acts as the City's primary authority on law enforcement issues; reviews and assists in addressing general City concerns as a member of the City's executive management team; performs related duties as required.

#### CLASS CHARACTERISTICS

Employees in Executive Management classes report to the City Manager and are responsible for the development and administration of programs designed to address primary areas of City service. The incumbent is expected to exercise independent judgment, wisdom, common sense, and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager. The incumbent must also function as a member of the City's management team and participate actively in addressing issues of concern to the City, which may or may not have a direct impact on area of specialization.

#### ESSENTIAL JOB FUNCTIONS

*These functions may not be present in all positions in this class. When a position is to be filled, the essential functions will be noted in the announcement of position availability. Letters in parenthesis at the end of each function statement represent the abilities required to perform that function.*

1. Plans, directs, and coordinates a variety of programs designed for the maintenance of law and order, protection of life and property, control of traffic, crime prevention, and the apprehension, arrest, and detention of law violators; recommends the adoption and assists in the preparation of ordinances. (a b d g h j k l m o)
2. Analyzes operational and service demands and develops comprehensive plans to satisfy needs for department services; confers with legal advisors, citizens, and City officials on law enforcement problems; develops and implements municipal law enforcement policies and procedures; researches and implements modern police management methods. (a b d g h j k l m o)
3. Prepares and administers the budget for the Police Department; originates and implements organization and staffing patterns to effectively address operational needs. (a b d g h l n o p)
4. Advises and otherwise assists the City Manager and City Council in understanding and developing policies governing City responses to crime control and prevention. (a b c d k m)

5. Coordinates municipal law enforcement activities with those of other agencies. (a b c f i j k m)
6. Selects department employees; plans and organizes work; develops and establishes work methods and standards; conducts or directs staff training and development; reviews and evaluates employee performance; executes disciplinary action. (a d e m)
7. Represents the City, or delegates such authority, in relations with the community, advisory committees, other local, state, and federal agencies, and professional organizations. (a b c d k m)
8. Participates in City management staff meetings and may serve on special task forces or direct the conduct of projects having general City-wide impact. (a b c f g h i j k l m o)
9. Manages and oversees the Community Preservation Division, which is responsible for City code enforcement. (a c d e g h l j k l m n o p)

### REQUISITE ABILITIES

*The following generally describes the abilities required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

- a. Communicate clearly and concisely, both orally and in writing.
- b. Research and prepare complex reports on a variety of subjects.
- c. Establish and maintain effective relationships with the community at large, the City Council, and other public officials.
- d. Plan, direct, and coordinate law enforcement and crime prevention programs and manage a department.
- e. Select, train, supervise and evaluate employees.
- f. Represent the City in a variety of meetings.
- g. Make decisions regarding operational and personnel functions.
- h. Operate programs within allocated amounts.
- i. Respond to emergency and problem situations in an effective manner.
- j. Understand, explain and apply policies and procedures.
- k. Analyze unusual situations and resolve them through application of management principles and practices.
- l. Develop comprehensive plans to meet future City needs/services.
- m. Deal constructively with conflict and develop effective resolutions.
- n. Plan and enforce a balanced budget.
- o. Develop new policies impacting department operations/procedures.

- p. Interpret financial statements and cost accounting reports.

### MARGINAL FUNCTIONS

These are position functions which may be changed, deleted or reassigned to accommodate an individual with a disability.

### QUALIFICATIONS GUIDELINES

Education and/or Experience *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

A Bachelor's degree or equivalent with major work in police science, administration of justice, criminology, business or public administration or related field and five years of progressively responsible administrative law enforcement experience. A Master's degree is desirable.

#### Knowledge and Skill Levels

Extensive knowledge of law enforcement principles, practices, and techniques; causes, prevention, and control of delinquency; traffic enforcement and education; rules of evidence; rights of citizens and prisoners, laws pertaining to search, seizure, and arrest; court procedures; supervisory and public relations techniques; interagency communication and assistance techniques and practices. Thorough knowledge of police services organization, administration and management; patrol methods; investigation and identification techniques; physical layout and composition of the City including special law enforcement problems. Considerable knowledge of Vehicle and Penal Codes; personnel and disciplinary processes.

#### Special Requirements

Possession of or ability to obtain a Class C California driver's license and a satisfactory driving record.

A Management Certificate issued by POST.

An Executive Certificate issued by POST within two years of appointment.

### PHYSICAL DEMANDS AND WORKING ENVIRONMENT

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

Environment: Work is performed primarily in a standard office setting. Duties are typically performed at a desk or computer terminal; subject to noise from office equipment operation; frequent interruptions and contact in person and on the telephone with a variety of City staff and others. At least minimal environmental controls are in place to assure health and comfort.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend,

kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Revised by *Johnson & Associates LLC* June, 2006

## Exhibit B

### **GOVERNMENT CODE SECTIONS 53243-53243.4 and 53260(a)**

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), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

53260. (a) All contracts 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, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

## 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 GLENDORA, a general law city and municipal corporation (hereinafter referred to as "CITY"), and Michael Randazzo, an individual (hereinafter referred to as "EMPLOYEE").

#### 2. RECITALS

2.1. On \_\_\_\_\_, EMPLOYEE was hired as the at-will Police Chief serving at the pleasure of the City Manager of CITY. Service pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("CONTRACT") commenced effective \_\_\_\_\_.

EMPLOYEE is currently \_\_\_ years old.

2.2. CITY and EMPLOYEE desire that EMPLOYEE separate 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 CITY and EMPLOYEE by means of EMPLOYEE's separation as of \_\_\_\_\_, 20\_\_\_\_. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with 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 postemployment 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 at the time of separation of all earned salary, accrued fringe benefits as detailed in CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or CONTRACT or any other agreement with CITY.

3.2. In exchange for the waivers and releases set forth herein, 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 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 "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 any time from the beginning of time up to and including EMPLOYEE's separation date of \_\_\_\_\_, \_\_\_\_\_ (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, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency.

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#### 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 EMPLOYEE has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- 1) This waiver/release is written in a manner understood by EMPLOYEE;
- 2) EMPLOYEE is aware of, and/or has been advised of, EMPLOYEE'S rights under the ADEA and OWBPA, and of the legal significance of EMPLOYEE's waiver of any possible claims EMPLOYEE currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- 3) 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 EMPLOYEE may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of EMPLOYEE's own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- 4) 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;
- 5) EMPLOYEE has been advised by this writing that EMPLOYEE should consult with an attorney prior to executing this AGREEMENT;
- 6) EMPLOYEE has had an opportunity to discuss this waiver and release with, and to be advised with respect thereto by, EMPLOYEE's counsel of choice, and that EMPLOYEE does not need any additional time within which to review and consider this AGREEMENT;
- 7) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;
- 8) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- 9) 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").

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## **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:

§ 1542 General release; extent

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 CITY or 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 CITY or 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 EMPLOYEE shall be exclusively liable for the payment of all taxes for which EMPLOYEE is responsible, if any, as a result of the receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold 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: The parties 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 CITY with consultation services (including deposition or trial testimony) in any litigation involving CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by CITY and at a rate of One Hundred Dollars (\$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 EMPLOYEE's employment with CITY.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that EMPLOYEE has not filed any complaints or charges against CITY or CITY PARTIES with any local, state or federal agency or court; that EMPLOYEE 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 CITY or CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, EMPLOYEE will request such agency or court to withdraw from the matter forthwith. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency.

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.

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 CITY.

**As to CITY:**

City Manager  
City of Glendora  
116 E. Foothill Blvd.  
Glendora, California 91741-3380

with copy to:  
City Attorney  
c/o Aleshire & Wynder, LLP  
1 Park Plaza, Ste 1000  
Irvine, CA 92614

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its City Manager and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

EMPLOYEE

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Randazzo

THE CITY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

[EMPLOYEE's LAW FIRM]

By: \_\_\_\_\_  
[Counsel]