

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT
(CITY MANAGER)**

This Second Amendment to City Manager Employment Agreement ("Second Amendment") is made and entered into this 31st day of October, 2023 ("Effective Date"), by and between the City of Glendale, a California charter city and municipal corporation (hereinafter referred to as the "City"), and Roubik Golanian (hereinafter referred to as "City Manager" or "Golanian"). City and City Manager are sometimes referred to herein as the "Parties."

WHEREAS, on March 9, 2021, City, acting through its City Council, appointed Golanian as its City Manager to perform the duties and responsibilities of City Manager as described in the Glendale City Charter, Glendale Municipal Code and ordinances and resolutions of the City; and

WHEREAS, City and Golanian entered into a City Manager Employment Agreement ("Agreement") on March 31, 2021 to establish the terms of Golanian's employment relationship with City; and

WHEREAS, City and Golanian entered into a First Amendment to the Agreement on January 28, 2022 to adjust Golanian's salary; and

WHEREAS, the Agreement would expire on its own terms on March 8, 2024; and

WHEREAS, the Parties commenced negotiating an extension of the Agreement on August 15, 2023; and

WHEREAS, City and Golanian have completed negotiations and desire to enter into this Second Amendment to the Agreement to adjust (i) the term of the Agreement, and (ii) Golanian's salary.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and in consideration of Golanian's continued employment as contemplated in the Agreement, the Parties agree to amend the Agreement by way of this Second Amendment as follows:

1. Section 3 of the Agreement is hereby amended to read as follows:

"3. Term and Term Extension

a. Term. The term of this Agreement commences on March 9, 2021 and ends on March 8, 2027 ("Term"), unless extended pursuant to subsection (b) of this Section 3 or terminated sooner in accordance with Section 10 hereof.

b. Extension of Term. Not less than six (6) months prior to the expiration of the Term (no later than September 8, 2026), the City Council shall provide notice to

Golanian in writing as to whether it intends to negotiate a further extension of the Term by way of future amendment of this Agreement ("Extension Negotiation Notice"). If the City Council provides such Extension Negotiation Notice, the Parties shall negotiate an amendment to this Agreement, in good faith and at their own cost that extends the Term of this Agreement at terms mutually agreeable to the Parties. If the Parties fail to agree to an amendment to the Term of this Agreement on mutually agreeable terms within ninety (90) days of the date of the Extension Negotiation Notice, then the Parties will cease negotiations. If, for any reason, the City declines to issue the Extension Negotiation Notice or the Parties fail to agree to an amendment to the Term of this Agreement on mutually acceptable terms within ninety (90) days of the date of the Extension Negotiation Notice, then this Agreement shall expire as of the end of the Term. If this Agreement expires at the end of the Term, then City Manager shall not be entitled to any severance, pay-out, cash out or any other compensation, other than vacation and other amounts accruing hereunder or under City policies that may be cashed out in accordance with City policies applicable to Executives.

2. Section 4 of this Agreement is amended to read as follows:

"4. Salary

a. Effective November 5, 2023, the City Manager's base salary shall be Three Hundred Fifty Thousand Seven Hundred Dollars (\$350,700) per year (or \$29,225 per month).

b. Effective July 1, 2024, the City Manager's base salary shall be Three Hundred Seventy-Five Thousand Nine Hundred Dollars (\$375,900) per year (or \$31,325 per month).

c. The City Manager's salary shall be subject to withholding and other applicable taxes, and shall be payable to City Manager at the same time as other employees of the City are paid.

d. Any other cost of living, merit and/or other salary adjustments provided to Golanian may be made at the discretion of the City Council."

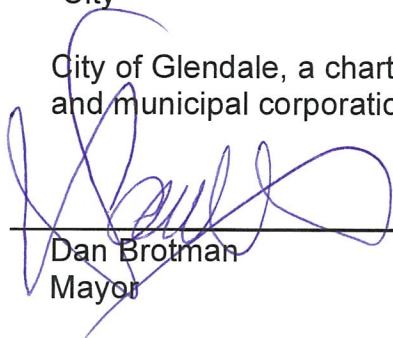
3. Section 5 of this Agreement is amended to read as follows:

Retirement. The City is a member of the Public Employees Retirement System (PERS). Golanian is a "classic" employee for purposes of the California Public Employees' Pension Reform Act of 2013 ("PEPRA") and the City Manager's retirement formula will remain at "2.5% at 55." By way of reference, as of the date of this Agreement as modified by the Second Amendment, "classic" miscellaneous employees in the City (those hired before January 1, 2011 and in a public retirement system prior to January 1, 2013) pay the employee's share equal to eight percent (8%) of the employee's gross salary and the portion of the employer's share equal to one and three quarters percent (1.75%) of gross salary.

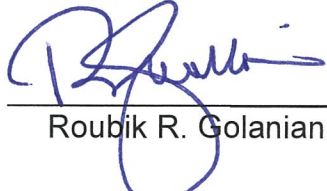
4. All other terms and conditions of the Agreement not modified herein shall remain in force and effect.

IN WITNESS WHEREOF, City and City Manager have caused this Second Amendment to City Manager Employment Agreement to be executed this 31st day of October, 2023.

Dated: 10/31/23

"City"
City of Glendale, a charter city
and municipal corporation
By: 
Dan Brotman
Mayor

Dated: 10/31/23

"City Manager"
Roubik R. Golanian
By: 
Roubik R. Golanian

Approved as to Form:

MICHAEL J. GARCIA, CITY ATTORNEY

Dated: 10/27/23

By: 
Michael J. Garcia