

**FIRST AMENDMENT TO AMENDED & RESTATED EMPLOYMENT AGREEMENT
(CITY ATTORNEY)**

This First Amendment to the Amended and Restated Employment Agreement ("First Amendment") is made and entered into this 16th day of April, 2024 ("Effective Date"), by and between the City of Glendale, a California charter city and municipal corporation (hereinafter referred to as the "City"), and Michael J. Garcia (hereinafter referred to as "City Attorney" or "Garcia"). City and City Attorney are sometimes referred to herein as the "Parties."

WHEREAS, the City, acting through its City Council, hired Garcia to perform the duties and responsibilities of City Attorney outlined under the Glendale City Charter and Glendale Municipal Code, pursuant to that certain City Attorney Employment Agreement dated July 26, 2011 ("First Employment Agreement");

WHEREAS, Garcia commenced working as the City's City Attorney, effective September 2, 2011;

WHEREAS, the City and Garcia entered into an Amended & Restated Employment Agreement dated June 9, 2015 ("Agreement") to establish the terms of Garcia's continued employment relationship with the City;

WHEREAS, the City and Garcia desire to enter into this First Amendment to the Amended & Restated Employment Agreement to establish the terms of Garcia's continued employment relationship with the City to (i) to amend the Term of the Agreement, and (ii) to adjust Garcia's salary.

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

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

"3. **Term.**

The term of this First Amendment commences on April 16, 2024 and ends on October 16, 2025 ("Term"), unless extended by mutual agreement of the Parties prior to the date of its expiration or if terminated sooner in accordance with Section 10 hereof."

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

"4. **Salary**

a. Commencing on April 16, 2024, the City Attorney's base salary shall be Three Hundred and Ten Thousand Dollars (\$310,000) per year (or \$25,833.33 per

month).

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

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

3. Section 11(a) and (b) of this Agreement is hereby amended to read as follows:

"11. Severance Terms: Notwithstanding Section 10(b), should the City Attorney's employment be involuntarily terminated by the City at any time, for any reason other than conviction of a felony or conviction of a crime, felony or misdemeanor, involving moral turpitude or illegal personal gain to City Attorney, City shall pay City Attorney severance benefits as follows:

a. City shall pay City Attorney a lump sum payment equal to twelve (12) months of City Attorney's monthly salary as it existed prior to the effective date of this First Amendment, which was \$22,968.38 per month, or a pro-rated lump sum payment equal to the remaining months of his term, whichever is less ("Severance Lump Sum Payment").

b. In addition, the City shall extend to the City Attorney the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The City agrees to pay Garcia's COBRA coverage for up to twelve (12) months, or a pro-rated period equal to the remaining months of his term, whichever is less, or until Garcia either secures full-time employment or obtains other health insurance, whichever of these three events first occurs ("COBRA payments"). The Severance Lump Sum Payment and the COBRA payments shall together be referred to herein as the "Severance". Garcia shall notify the City within five days of securing new full-time employment or insurance."

Sections 11(c), (d), and (e) remain unchanged.

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

IN WITNESS WHEREOF, City and City Attorney have caused this First Amendment to the Amended and Restated Employment Agreement to be executed this

16 day of April, 2024.

"City"

City of Glendale, a charter city
and municipal corporation

Dated: 4/25/2024

By: 
Elen Asatryan
Mayor

"City Attorney"
Michael J. Garcia

Dated: 4/19/24

By: 
Michael J. Garcia

Approved as to Form:

Legal Counsel to the City

Dated: 4/18/24

By: 
Kevin R. Dale, AALRR