

**CITY OF MONTEREY PARK
CITY MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into on the 16th day of September 2020, by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY") and RONALD BOW, an individual ("EMPLOYEE"). CITY and EMPLOYEE agree as follows:

1. **RECITALS.** This Agreement is entered into with the following understandings and objectives:

- A. CITY desires to employ EMPLOYEE as City Manager as provided by State law and CITY's past practice.
- B. It is CITY's desire to provide certain benefits, establish certain conditions of employment and set working conditions of EMPLOYEE.
- C. It is CITY's desire to secure and retain EMPLOYEE and to provide inducement to remain in such employment; deter against malfeasance or dishonesty for personal gain on EMPLOYEE's part; and permit a reasonable means of terminating EMPLOYEE's services.
- D. EMPLOYEE desires to accept employment as City Manager, pursuant to the terms and conditions herein set forth.

2. **DUTIES**: EMPLOYEE is appointed as CITY's City Manager. CITY agrees to employ EMPLOYEE to perform the functions and duties specified by statute and relevant CITY ordinances and resolutions for a City Manager, and to perform such other legally permissible and proper duties and functions as CITY may from time to time assign.

3. **TERM**:

- A. This Agreement will become retroactively effective on August 1, 2020 and, except as otherwise provided, terminate on July 31, 2023.
- B. Except as otherwise provided in this Agreement, nothing prevents, limits, or otherwise interferes with the right of the City Council to terminate the services of EMPLOYEE at any time.
- C. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of EMPLOYEE to resign at any time from his position with CITY in accordance with this Agreement.
- D. Except as otherwise provided EMPLOYEE agrees to remain in the exclusive employ of CITY and not become employed by any other employer until this Agreement lapses or is terminated. Notwithstanding the

foregoing, EMPLOYEE may, with the City Council's prior approval, undertake limited outside activities for teaching, writing, or other City Council approved activity, not to exceed four hours per week, if performed outside of normal working hours and provided that such activities do not in any way interfere with or adversely affect his employment as City Manager or the performance of his duties as provided herein.

4. **TERMINATION AND SEVERANCE PAY:**

- A. EMPLOYEE serves at the City Council's pleasure and may be terminated at any time, with or without cause.
- B. Except as otherwise provided in this Agreement, in the event EMPLOYEE and/or this Agreement is terminated by the City Council during such time that EMPLOYEE is willing and able to perform duties of City Manager such that the termination date would occur before July 31, 2023, and EMPLOYEE delivers a fully executed copy of the Separation and Release Agreement attached as Exhibit "A," and incorporated by reference, within 30 days of termination then, in that event, CITY agrees to pay EMPLOYEE a lump sum amount equal to the lesser of (i) the amount of base pay that EMPLOYEE would have earned through July 31, 2023; or (ii) six months of EMPLOYEE's base salary.
- C. Should EMPLOYEE be terminated for cause including, without limitation, the willful breach or habitual neglect of the duties that EMPLOYEE is required to perform under the terms of this Agreement; conviction of any felony; conviction of any crime involving moral turpitude; or removal from office by the Grand Jury; then, in that event, CITY has no obligation to pay any severance designated in this Section except benefits which otherwise vested in EMPLOYEE.
- D. Upon any termination of this EMPLOYEE's employment, CITY will pay EMPLOYEE upon the effective date of such termination, an amount equal to the value of the employee's accumulated, but unpaid and unused vacation and sick time in accordance with the vacation and sick time cash out policies applicable to the executive management employees.
- E. In the event CITY, at any time during the employment term, reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction of all CITY employees, or in the event CITY refuses, following written notice, to comply with any other provision benefiting EMPLOYEE herein, or EMPLOYEE resigns following a formal written request by a majority of the City Council that he resign; then, in that event, EMPLOYEE may, at his option, be deemed "terminated" at the time of such reduction, or after the next City Council meeting after such suggestion is made, in which case, EMPLOYEE is

entitled to be paid severance pay and receive the other severance benefits described in this Section.

- F. CITY may not terminate EMPLOYEE during the 120-day period following a general or special election for City Council or following the appointment of a new Council, except for willful misconduct.
- G. In the event EMPLOYEE voluntarily resigns his position with CITY before expiration of the aforesaid term of employment, EMPLOYEE must give CITY a minimum of 30 calendar days prior written notice to the Mayor or the City Attorney. In that event, EMPLOYEE is not entitled to severance.

5. **HOURS OF WORK**: EMPLOYEE is expected to work at least 40 hours per week, including devoting necessary time outside normal office hours to the business of CITY. To that end EMPLOYEE can adjust his hours of work as may be appropriate under the circumstances.

6. **FRINGE BENEFITS**:

- A. *Separation of Benefits*. The Parties intend that EMPLOYEE's fringe benefits be separate from that of the Executive Management Team as identified in Resolution No. 11991, adopted February 21, 2018. Accordingly, while this Agreement incorporates certain sections of Resolution No. 11991 by reference, it is not linked to any amendments to Resolution No. 11991 or subsequently adopted resolutions. The sections of Resolution No. 11991 incorporated by reference will continue in effect for the term of this Agreement. Those sections are:
 - i. Section 3: Fair Labor Standards Act.
 - ii. Section 4: Medical.
 - iii. Section 5: PERS.
 - iv. Section 6: CalPERS Retirement Contribution.
 - v. Section 8: Long Term Disability.
 - vi. Section 10: Sick Leave.
 - vii. Section 12: Administrative Leave.
 - viii. Section 14: Leave Cash-Out.
 - ix. Section 15: Other benefits.

- B. *Automobile Expense Allowance.* CITY will provide EMPLOYEE with an automobile expense allowance of \$600 per month. EMPLOYEE must provide his own automobile for his use in the performance of his duties and be responsible for all maintenance, repair, fuel and insurance expenses for said vehicle. CITY must be named as an additional insured on EMPLOYEE's personal automobile insurance for liability purposes.

- C. *Dues and Subscriptions:* To the extent feasible, CITY agrees to budget and to pay the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of CITY.

- D. *Professional Development:*
 - i. To the extent feasible, CITY agrees to budget and pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continued professional development of EMPLOYEE and to adequately pursue necessary official and other functions for CITY including, without limitation, the International City Managers Association Conference, the League of California Cities, and regional, state, and local governmental groups and committees thereof on which EMPLOYEE serves as a member. Such reimbursement must be according to such travel reimbursement policies as are then in effect for other CITY employees. The parties intend that this will cover one national conference and two state conferences annually.

 - ii. CITY also agrees that, to the extent feasible, and with City Council approval, it will budget and pay for the travel and subsistence expenses for EMPLOYEE for short courses in institutes and seminars that are necessary for his professional development and for the good of CITY.

- E. *Vacation.* As of August 7, 2020, EMPLOYEE is credited with 493.34 hours of vacation leave. Thereafter, he will accrue vacation leave at 200 hours per year up to a cap of 600 hours, i.e., EMPLOYEE cannot accrue vacation leave over 600 hours.

7. **SALARY:**

- A. Beginning January 1, 2021, CITY agrees to pay EMPLOYEE for his services rendered pursuant to this Agreement an annual salary of \$220,180 which is payable to EMPLOYEE in equal installments at the

same time as other employees of CITY are paid. This represents a 1% increase from EMPLOYEE's salary on August 1, 2020.

- B. Contingent upon the City Council's findings regarding CITY's 2020-21 Budget (as described in this Subsection) in October 2020, on August 1, 2021 CITY will pay EMPLOYEE for his services rendered pursuant to this Agreement an annual salary of \$222,382 which is payable to EMPLOYEE in equal installments at the same time as other CITY employees are paid. This represents a 1.5% increase from EMPLOYEE's salary on January 1, 2021.
 - i. The Parties agree that this Agreement is executed during an unprecedented time in the nation's history. The COVID-19 Pandemic has significantly impacted CITY's budget forecasts and revenue projections. Both Parties agree that CITY's financial health, and its ability to deliver public services, is of utmost concern. Accordingly, the City Council will be reviewing CITY's revenues in October 2020 to determine what, if any, adjustments should be made to revenue projections and expenditures.
 - ii. To activate EMPLOYEE's salary increase anticipated in this section, the City Council must find that sales tax revenue projections will increase based upon data provided in October 2020. The Mayor is authorized to inform EMPLOYEE and the Management Services Director of that finding, in writing, to activate the 2021 increase in EMPLOYEE's salary.
- C. Except as otherwise provided, on August 1, 2022 CITY will pay EMPLOYEE for his services rendered pursuant to this Agreement an annual salary of \$226,830 which is payable to EMPLOYEE in equal installments at the same time as other CITY employees are paid. This represents a 2% increase from EMPLOYEE's salary on July 31, 2022. If the salary increase in Subsection B was not activated, then CITY will pay EMPLOYEE an annual salary of \$225,685 beginning August 1, 2022.
- D. Nothing in this Section prevents CITY's City Council from increasing or decreasing EMPLOYEE's salary to a different amount following an evaluation and written amendment to this Agreement.

8. **CHANGES:** This Agreement may be changed or amended by the mutual written consent of CITY and EMPLOYEE. Any benefits to EMPLOYEE under this Agreement may be increased or added to by motion of the City Council without formal amendment to the Agreement.

9. **BONDING:** CITY will pay for the cost of fiduciary bonds required of EMPLOYEE as a consequence of the exercise of his duties under this Agreement.

10. INDEMNIFICATION:

- A. CITY must indemnify and defend EMPLOYEE from any and all claims, demands, actions, losses, or charges arising out of, related to, or as a consequence of EMPLOYEE performing his duties as City Manager. Further, CITY must pay all expenses, costs and attorney's fees arising out of or related to the same.
- B. The Parties agree that this Section will survive the termination of this Agreement and EMPLOYEE's employment. CITY's obligations under this Section apply whether EMPLOYEE is or is not employed by the CITY at the time any such claim, demand, action, loss or charge is made or occurs, as the case may be so long as the action giving rise to the claim occurred during the time EMPLOYEE was employed by CITY.

11. CITY MANAGER DUTIES AND ETHICS CODE: The City Council will not intervene with the execution of the City Manager's powers and duties as provided by the Monterey Park Municipal Code or other applicable law. EMPLOYEE is expected to conform to the ICMA Code of Ethics.

12. PERFORMANCE EVALUATION: The City Council may evaluate EMPLOYEE at any time and must provide a written evaluation of EMPLOYEE's performance on an annual basis (on or before the anniversary date of this Agreement). Such evaluations will become a part of EMPLOYEE's personnel file. For any such evaluation, EMPLOYEE or the City Council may require that CITY contract with a third-party consultant to interview individual City Councilmembers regarding EMPLOYEE's performance and prepare a report for the entire City Council to use in evaluating EMPLOYEE's performance.

13. ASSEMBLY BILL 1344 (GOVERNMENT CODE § 53243, ET SEQ.) COMPLIANCE: To the extent CITY provides: (i) paid leave to EMPLOYEE pending an investigation; (ii) funds for the legal criminal defense of the EMPLOYEE; and/or (iii) a cash settlement to EMPLOYEE related to the termination of the EMPLOYEE, pursuant to this AGREEMENT and Government Code § 53243, *et seq.*, EMPLOYEE must fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) in the event that the EMPLOYEE is convicted of a crime involving the abuse of his office or position.

14. WAIVER OF BREACH: No waiver of the breach of any of the covenants, agreements, provisions, or conditions of this Agreement by either party will be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, provisions or conditions of this Agreement. No delay or omission of CITY or EMPLOYEE in exercising any right, power, or remedy herein provided in the event of default will be construed as a waiver thereof, or acquiescence therein.

15. **ENTIRE CONTRACT:** This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by CITY and EMPLOYEE.

16. **PARTIAL INVALIDITY:** Partial invalidity of this Agreement will not affect the remainder.

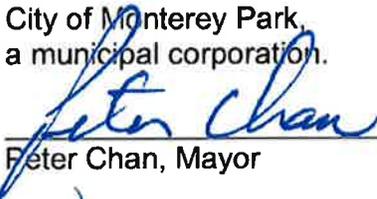
17. **VENUE:** This Agreement will be interpreted in accordance with California law and venue is in Los Angeles County.

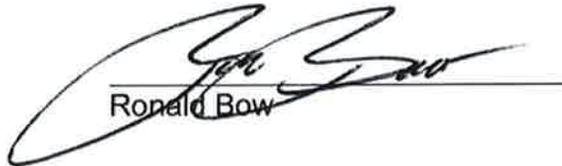
18. **BINDING EFFECT:** This Agreement is binding upon and inures to the benefit of the parties and their successors, heirs, agents and personal representatives.

19. **SEVERABILITY:** Each portion of this Agreement is separate and if any portion is found to be invalid by a court of competent jurisdiction, the remaining portions must each remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed this ___ day of September 2020.

City of Monterey Park,
a municipal corporation.


Peter Chan, Mayor


Ronald Bow

ATTEST:


Vincent D. Chang, City Clerk

APPROVED, AS TO FORM


Karl H. Berger, City Attorney

EXHIBIT A

SEPARATION AND RELEASE AGREEMENT

This Separation, Severance and General Release Agreement (“AGREEMENT”) is made and executed as of _____, by and between RONALD EMPLOYEE (“EMPLOYEE”) and the CITY OF MONTEREY PARK (“CITY”). The Parties agree as follows:

1. RECITALS

- A. EMPLOYEE commenced employment with the CITY as city manager on or about August 3, 2017. Pursuant to an employment agreement executed on or about September 16, 2020, and retroactive to August 1, 2020 (the “Employment Agreement”), the Parties agreed that EMPLOYEE would be paid a lump sum amount for severance if terminated for convenience and after executing this AGREEMENT.
- B. This AGREEMENT is made to amicably resolve all matters between EMPLOYEE and the CITY regarding EMPLOYEE’s employment and the cessation of employment.
- C. The parties understand and agree that a material purpose of this AGREEMENT is to resolve any disputes and CLAIMS arising from or relating to EMPLOYEE’s employment with CITY, if any, and provide for a separation payment for EMPLOYEE.

2. CONSIDERATION

- A. In exchange for EMPLOYEE’s execution, faithful performance and compliance with this AGREEMENT including, without limitation, the granting of the releases set forth herein, and in full satisfaction and settlement of EMPLOYEE’s CLAIMS, if any, the CITY will pay EMPLOYEE a lump sum equivalent to six months of his then base salary or the remaining term of his Employment Agreement, whichever is less (“SEVERANCE PAYMENT”) in the form of a check made payable to Ronald Bow, to be delivered within 10 days of the EFFECTIVE DATE of this AGREEMENT. Required tax withholdings and deductions will be made from the SEVERANCE PAYMENT. EMPLOYEE understands and agrees that the employee’s portion of any federal, state or local taxes, if any, that may be owed or payable on the SEVERANCE PAYMENT are the sole and exclusive responsibility of EMPLOYEE.
- B. EMPLOYEE and the CITY will bear their own attorney fees and costs incurred in connection with any disputes and this AGREEMENT.

- C. Except as otherwise provided, the parties agree that no other monies or benefits are due, owing or unpaid by reason of EMPLOYEE's employment or association with CITY and that no other monies or benefits will be paid or maintained by CITY to/for EMPLOYEE, in EMPLOYEE's name, or on EMPLOYEE's behalf. EMPLOYEE expressly agrees that the SEVRANCE PAYMENT supersedes and are is substitution for any payments or benefits under any employment agreement(s), business agreement(s) or arrangement(s), oral or written promises, or severance policy or plan respecting or regarding his employment or association with CITY.

3. **Release of Claims:** As consideration for the agreements described above, EMPLOYEE releases and discharges CITY and/or any of its current or former officials, officers, executives, agents, assigns, executors, directors, representatives, affiliates, employees, attorneys, insurers and successor-in-interest, and all persons acting by, through, under or in concert with CITY, past or present, and each and all of them (collectively "Released Parties"), from any and all charges, complaints, lawsuits, claims, liabilities, claims for relief, obligations, promises, agreements, contracts, interests, controversies, injuries, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, liens, judgments, indebtedness, and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, whether in law or in equity, KNOWN OR UNKNOWN, suspected or unsuspected, actual or potential, which EMPLOYEE now has, owns or holds, or claims to have, owns, or holds against each or any of the Released Parties, at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, with respect to any act, omission, event, matter, claim, damage, loss, or injury arising out of the employment of and/or the termination of such employment between CITY and EMPLOYEE and/or with respect to any other claim, matter, or event arising before execution of this Agreement by the Parties, including, without limitation, claims under the California Fair Employment and Housing Act (California Government Code §12940 et seq.), the California Family Rights Act (California Government Code §12945.2, 19702.3 et seq.), California Government Code §11135, the Unruh and George Civil Rights Acts (California Civil Code §51 et seq.), the California Labor Code, including, but not limited to, all provisions of the California Labor Code section 1194 and any related Wage Orders or similar directives/authorities issued by any Federal or State authority having enforcement powers, Fair Labor Standards Act any related Wage Orders or similar directives/authorities issued by any Federal or State authority having enforcement powers, the Constitution of the United States, the Constitution of the State of California, Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et seq.), the Equal Pay Act (29 U.S.C. §206(d)), the Rehabilitation Act of 1973 (29 U.S.C. §793 et seq.), the Family and Medical Leave Act (29 U.S.C. §2901 et seq.), the Employee Retirement Income Security Act of 1974, also known as "ERISA" (29 U.S.C. §1001 et seq.), and/or Sections 1981, 1983, 1985, 1986 or 1988 of Title 42 of the United States Code (42 U.S.C. 1981 et seq.), the Americans with Disabilities Act (42 U.S.C. §12101 et seq.), Claims of Retaliation (California Labor Code §1102.5 et seq.), Claims of "Whistle-blowing," California Workers' Compensation Act (Labor Code §3201 et seq.), claims for breach of any type of contract, including written, oral or implied contracts, breach of any

covenant, promise, or representation pertaining to your employment, whether express or implied, claims for negligent hiring, retention, supervision, investigation, wrongful termination, discrimination of any type, interference with economic relations, failure to pay wages and/or benefits of any kind, fraud and/or misrepresentation of any kind, negligent or intentional infliction of emotional distress, slander, assault, battery, and/or any other claims arising under any other state or federal provision, act, ordinance, Constitution, law, common law, or arising under any contract or agreement against CITY, or any other Released Party. EMPLOYEE also expressly releases any and all rights to grieve or otherwise appeal any matters relating to or arising from his employment with CITY.

EMPLOYEE also agrees that if any claim is prosecuted in his name before any court or administrative agency that he waives and agrees not to take any award of money or other damages from such suit.

Nothing prohibits or prevents EMPLOYEE from filing a charge with, or participating, testifying or assisting in, any EEOC or comparable administrative investigation, hearing or other proceeding before any federal, state or local agency. However, EMPLOYEE acknowledges and understands that he is not entitled to recover any additional compensation, settlement funds, damages or money as a result of such participation.

EMPLOYEE further waives and relinquishes all rights and benefits he may have under any other statutes or common law principles of similar effect.

4. **Section 1542 Waiver:** EMPLOYEE waives any and all rights or benefits which he may have under the provisions of Civil Code § 1542, which provides as follows:

“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.”

5. Specific Acknowledgement of Waiver of Claims Under ADEA and OWBPA:

The Age Discrimination in Employment Act of 1967 ("ADEA"; 29 U.S.C. §§ 621-634) 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 or older. The Older Workers Benefit Protection Act ("OWBPA"; 29 U.S.C. §§ 626, et seq.) 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, in exchange for the consideration stated herein, he knowingly and voluntarily waives and releases any rights that he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA that:

- A. This waiver/release is written in a manner in which EMPLOYEE understands.
- B. EMPLOYEE is aware of, and has been advised to seek a representative or legal counsel of his own choosing regarding his rights under the ADEA and OWBPA and the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA, or similar age discrimination laws.
- C. EMPLOYEE is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights he may have under the ADEA, the OWBPA, or similar age discrimination laws. But he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 day period. If EMPLOYEE signs this Agreement before the expiration of the 21 day review period, he waives the balance of that period.
- D. The waivers and releases set forth in this Agreement do not apply to any rights or claims that may arise after the effective date of this Agreement.
- E. EMPLOYEE is advised that he should consult with any attorney before executing this Agreement. EMPLOYEE had an opportunity to discuss this waiver and release with, and to be advised, by an attorney of his choice, and that he does not need any additional time within which to review and consider this Agreement.
- F. EMPLOYEE has until 5:00 p.m. PST, seven days following his execution of this Agreement to revoke it by submitting a written revocation addressed to and received by Karl H. Berger via email at kberger@montereypark.ca.gov.

- G. This Agreement will not take effect until the Effective Date, which is the day after the expiration of the seven day revocation period set forth in the preceding paragraph.

EMPLOYEE ACKNOWLEDGES THAT HE FULLY UNDERSTANDS HIS RIGHT TO DISCUSS THIS WAIVER WITH LEGAL COUNSEL, THAT HE HAS CAREFULLY READ AND FULLY UNDERSTANDS THE WAIVER, AND THAT HE IS VOLUNTARILY AGREEING TO WAIVE ANY CLAIMS THAT HE HAS OR MAY HAVE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ANY OTHER LAWS PROHIBITING AGE DISCRIMINATION IN EMPLOYMENT ARISING FROM OR RELATED OR ATTRIBUTABLE TO THE PARTIES' ALLEGATIONS OR CLAIMS.

EMPLOYEE's initials

6. **WAIVER OF ADDITIONAL CLAIMS.** EMPLOYEE and the CITY hereby waive any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant hereto.

7. **REPRESENTATIONS AND WARRANTIES.** Each of the parties to this AGREEMENT represent and warrant and agree with each other party as follows:

- A. **No Other Claims:** EMPLOYEE and CITY represent and warrant that neither EMPLOYEE nor CITY filed, nor will they file in the future, any complaint, charge, claim, legal action, or proceeding arising out of EMPLOYEE's employment with CITY, the DISPUTES or the CLAIMS released hereby or in any way related to his employment with CITY or separation therefrom with any court, agency, board, hearing officer or tribunal against CITY or any of its agents, officers, current and former elected or appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them. EMPLOYEE retains his right to request indemnification from CITY pursuant to Government Code § 825 *et seq.* with respect to any action brought against EMPLOYEE in his capacity as an employee.
- B. **No Fraud in Inducement:** No party (nor any officer, agent, employee, representative, or attorney of or for any party) 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 (or of any officer, agent, employee, representative, or attorney of or for any party) in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

- C. Independent Investigation: Each party to this AGREEMENT made such investigation of the facts pertaining to this severance and settlement and this AGREEMENT and all the matters pertaining hereto as it deems necessary.
- D. Comprehension and Authority: Each party or responsible officer thereof has read this AGREEMENT and understands its contents. Any of the officers executing this AGREEMENT on behalf of the CITY are empowered to do so and thereby bind the entity.
- E. Mistake Waived: In entering into this AGREEMENT and the severance and settlement provided for herein, 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 is not entitled to rescind or set aside the 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.
- F. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that he 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 represents and warrants that none of the CLAIMS released by his hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.
- G. Future Cooperation: The parties will execute all such further and additional documents as shall be reasonable or necessary to carry out the provisions of this AGREEMENT.

8. MISCELLANEOUS

- A. No Admission: Nothing in this AGREEMENT may be construed as an admission by the parties of any liability of any kind. The parties each deny any liability in connection with any claim or wrongdoing. Each party also intends hereby solely to amicably resolve all matters between the parties.
- B. Governing Law: This AGREEMENT and the rights and obligations of the parties will be construed and enforced in accordance with, and governed

by, the laws of the State of California. The venue for any dispute arising out of or relating to this AGREEMENT is the Los Angeles Superior Court.

- C. 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.
- D. Continuing Benefit: This AGREEMENT is binding upon and inures to the benefit of the parties hereto, their respective agents, employees, representatives, officers, and officials.
- E. Joint Drafting: Each party has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the same may not be construed against any party.
- F. 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 will still be in full force and effect.
- G. Titles: The titles included in this AGREEMENT are for reference only and are not part of the terms of this AGREEMENT, nor do they in any way modify the terms of this AGREEMENT.
- H. Counterparts: This AGREEMENT may be executed in counterparts, and by facsimile 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, constitutes one AGREEMENT, which shall be binding upon and effective as to all parties.
- I. Executed Copy: All parties will receive a fully executed copy of this AGREEMENT.
- J. Notice: Any and all notices given to any party under this AGREEMENT will be given as provided in this paragraph. All notices given to either party will 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 will be deemed, for all purposes, to have been given on the date of personal service or three consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

Ronald Bow
[ADDRESS ON FILE WITH CITY]

As to CITY:

Attn: City Clerk
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

WHEREFORE, the parties hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

DATED: _____

CITY OF MONTEREY PARK

By: _____
Mayor

DATED: _____

By: _____
Ronald Bow

APPROVED AS TO FORM:

By: _____
Karl H. Berger, City Attorney



City Council Staff Report

DATE: September 16, 2020

AGENDA ITEM NO: **New Business**
Agenda Item 5-E

TO: The Honorable Mayor and City Council

FROM: Karl H. Berger, City Attorney

SUBJECT: Consideration and possible action to authorize the Mayor to execute a three-year employment agreement with City Manager Ron Bow in a form approved by the City Attorney. Fiscal impacts include (1) an approved 1% increase in base compensation for a total of \$220,180 beginning January 1, 2021; (2) an anticipated, but contingent, increase in compensation of 1.5% for a total of \$222,382 beginning August 1, 2021; and (3) an anticipated, but contingent, increase in compensation of 2% for a total of \$226,830 beginning August 1, 2022. If the contingency in No. 2, above, is not implemented, then the total base salary compensation beginning August 1, 2022 is \$225,685. These base salaries are in addition to various fringe benefits including, without limitation, retiree medical benefits.

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the Mayor to execute a contract with Mr. Ron Bow in a form approved by the City Attorney; and
2. Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

Upon direction from the City Council the City Attorney negotiated provisions for a three-year contract with Mr. Ron Bow.

Summary of this contract includes (see Attachment A):

- A base salary of \$220,180 beginning January 1, 2021;
- An anticipated, but contingent, base salary of \$222,382 beginning August 1, 2021;
- An anticipated, but contingent, increase in compensation of 2% for a total of \$226,830 beginning August 1, 2022 or, in the alternative, a base salary of \$225,685.

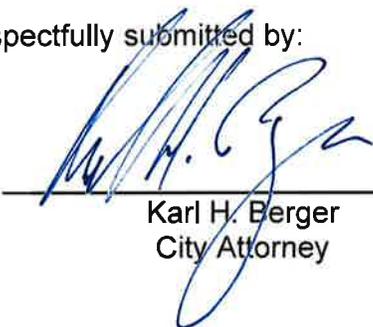
- \$600 a month car allowances.
- Similar benefits (health, leave times, etc.) as other executive management employees.

BACKGROUND:

Ron Bow first worked in the City's Public Works Department between 1987 thru 1993. In 2013, Mr. Bow returned to the City in 2013 as the Assistant City Manager/Director of Public Works in which he served until his appointment as the Interim City Manager on December 1, 2016 and subsequent appointment as the City's 14th permanent City Manager (since 1948) on August 1, 2017. A list of the previous City Manager (since 1948) is attached for reference.

The draft Employment Agreement was negotiated between the City Council and Mr. Bow. It includes a three-year term and includes a steady increase in base salary during that term. An anticipated increase in base salary projected for August 1, 2021 is dependent upon the City Council's finding (in October 2020) that the City's project sales tax revenue is sufficient to pay for the City Manager's salary increase. Additionally, the Employment Agreement increases the City Manager's car allowance (to \$600 per month); vacation cap (up to a maximum of 600 hours); retiree medical benefits (\$800 per month upon retirement); and substantially similar benefits as the City's executive managers. As to the latter, the fringe benefits in the Employment Agreement are separate from any changes to those provided to other executive managers; this will allow the City Manager to negotiate with the department directors regarding those benefits.

Respectfully submitted by:



Karl H. Berger
City Attorney

ATTACHMENTS:

- A. City Manager Three Year Employment Agreement – 2020-23
- B. Historical City Manager List

ATTACHMENT 1
Draft Contract

**CITY OF MONTEREY PARK
CITY MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into on the ____ day of September 2020, by and between the CITY OF MONTEREY PARK, a municipal corporation and general law city ("CITY") and RONALD BOW, an individual ("EMPLOYEE"). CITY and EMPLOYEE agree as follows:

1. **RECITALS.** This Agreement is entered into with the following understandings and objectives:

- A. CITY desires to employ EMPLOYEE as City Manager as provided by State law and CITY's past practice.
- B. It is CITY's desire to provide certain benefits, establish certain conditions of employment and set working conditions of EMPLOYEE.
- C. It is CITY's desire to secure and retain EMPLOYEE and to provide inducement to remain in such employment; deter against malfeasance or dishonesty for personal gain on EMPLOYEE's part; and permit a reasonable means of terminating EMPLOYEE's services.
- D. EMPLOYEE desires to accept employment as City Manager, pursuant to the terms and conditions herein set forth.

2. **DUTIES:** EMPLOYEE is appointed as CITY's City Manager. CITY agrees to employ EMPLOYEE to perform the functions and duties specified by statute and relevant CITY ordinances and resolutions for a City Manager, and to perform such other legally permissible and proper duties and functions as CITY may from time to time assign.

3. **TERM:**

- A. This Agreement will become retroactively effective on August 1, 2020 and, except as otherwise provided, terminate on July 31, 2023.
- B. Except as otherwise provided in this Agreement, nothing prevents, limits, or otherwise interferes with the right of the City Council to terminate the services of EMPLOYEE at any time.
- C. Nothing in this Agreement prevents, limits, or otherwise interferes with the right of EMPLOYEE to resign at any time from his position with CITY in accordance with this Agreement.
- D. Except as otherwise provided EMPLOYEE agrees to remain in the exclusive employ of CITY and not become employed by any other employer until this Agreement lapses or is terminated. Notwithstanding the

foregoing, EMPLOYEE may, with the City Council's prior approval, undertake limited outside activities for teaching, writing, or other City Council approved activity, not to exceed four hours per week, if performed outside of normal working hours and provided that such activities do not in any way interfere with or adversely affect his employment as City Manager or the performance of his duties as provided herein.

4. TERMINATION AND SEVERANCE PAY:

- A. EMPLOYEE serves at the City Council's pleasure and may be terminated at any time, with or without cause.
- B. Except as otherwise provided in this Agreement, in the event EMPLOYEE and/or this Agreement is terminated by the City Council during such time that EMPLOYEE is willing and able to perform duties of City Manager such that the termination date would occur before July 31, 2023, and EMPLOYEE delivers a fully executed copy of the Separation and Release Agreement attached as Exhibit "A," and incorporated by reference, within 30 days of termination then, in that event, CITY agrees to pay EMPLOYEE a lump sum amount equal to the lesser of (i) the amount of base pay that EMPLOYEE would have earned through July 31, 2023; or (ii) six months of EMPLOYEE's base salary.
- C. Should EMPLOYEE be terminated for cause including, without limitation, the willful breach or habitual neglect of the duties that EMPLOYEE is required to perform under the terms of this Agreement; conviction of any felony; conviction of any crime involving moral turpitude; or removal from office by the Grand Jury; then, in that event, CITY has no obligation to pay any severance designated in this Section except benefits which otherwise vested in EMPLOYEE.
- D. Upon any termination of this EMPLOYEE's employment, CITY will pay EMPLOYEE upon the effective date of such termination, an amount equal to the value of the employee's accumulated, but unpaid and unused vacation and sick time in accordance with the vacation and sick time cash out policies applicable to the executive management employees.
- E. In the event CITY, at any time during the employment term, reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction of all CITY employees, or in the event CITY refuses, following written notice, to comply with any other provision benefiting EMPLOYEE herein, or EMPLOYEE resigns following a formal written request by a majority of the City Council that he resign; then, in that event, EMPLOYEE may, at his option, be deemed "terminated" at the time of such reduction, or after the next City Council meeting after such suggestion is made, in which case, EMPLOYEE is

entitled to be paid severance pay and receive the other severance benefits described in this Section.

- F. CITY may not terminate EMPLOYEE during the 120-day period following a general or special election for City Council or following the appointment of a new Council, except for willful misconduct.
- G. In the event EMPLOYEE voluntarily resigns his position with CITY before expiration of the aforesaid term of employment, EMPLOYEE must give CITY a minimum of 30 calendar days prior written notice to the Mayor or the City Attorney. In that event, EMPLOYEE is not entitled to severance.

5. **HOURS OF WORK**: EMPLOYEE is expected to work at least 40 hours per week, including devoting necessary time outside normal office hours to the business of CITY. To that end EMPLOYEE can adjust his hours of work as may be appropriate under the circumstances.

6. **FRINGE BENEFITS**:

- A. *Separation of Benefits*. The Parties intend that EMPLOYEE's fringe benefits be separate from that of the Executive Management Team as identified in Resolution No. 11991, adopted February 21, 2018. Accordingly, while this Agreement incorporates certain sections of Resolution No. 11991 by reference, it is not linked to any amendments to Resolution No. 11991 or subsequently adopted resolutions. The sections of Resolution No. 11991 incorporated by reference will continue in effect for the term of this Agreement. Those sections are:
 - i. Section 3: Fair Labor Standards Act.
 - ii. Section 4: Medical.
 - iii. Section 5: PERS.
 - iv. Section 6: CalPERS Retirement Contribution.
 - v. Section 8: Long Term Disability.
 - vi. Section 10: Sick Leave.
 - vii. Section 12: Administrative Leave.
 - viii. Section 14: Leave Cash-Out.
 - ix. Section 15: Other benefits.

- B. *Automobile Expense Allowance.* CITY will provide EMPLOYEE with an automobile expense allowance of \$600 per month. EMPLOYEE must provide his own automobile for his use in the performance of his duties and be responsible for all maintenance, repair, fuel and insurance expenses for said vehicle. CITY must be named as an additional insured on EMPLOYEE's personal automobile insurance for liability purposes.
- C. *Dues and Subscriptions:* To the extent feasible, CITY agrees to budget and to pay the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of CITY.
- D. *Professional Development:*
- i. To the extent feasible, CITY agrees to budget and pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continued professional development of EMPLOYEE and to adequately pursue necessary official and other functions for CITY including, without limitation, the International City Managers Association Conference, the League of California Cities, and regional, state, and local governmental groups and committees thereof on which EMPLOYEE serves as a member. Such reimbursement must be according to such travel reimbursement policies as are then in effect for other CITY employees. The parties intend that this will cover one national conference and two state conferences annually.
 - ii. CITY also agrees that, to the extent feasible, and with City Council approval, it will budget and pay for the travel and subsistence expenses for EMPLOYEE for short courses in institutes and seminars that are necessary for his professional development and for the good of CITY.
- E. *Vacation.* As of August 7, 2020, EMPLOYEE is credited with 493.34 hours of vacation leave. Thereafter, he will accrue vacation leave at 200 hours per year up to a cap of 600 hours, i.e., EMPLOYEE cannot accrue vacation leave over 600 hours.
- F. *Retiree Medical Benefit.* CITY agrees to provide EMPLOYEE a monthly medical benefit of \$800 per month upon EMPLOYEE's retirement. **This provision will survive termination of this Agreement unless EMPLOYEE is terminated for cause or is paid a severance as anticipated above.**

7. **SALARY:**

- A. Beginning January 1, 2021, CITY agrees to pay EMPLOYEE for his services rendered pursuant to this Agreement an annual salary of \$220,180 which is payable to EMPLOYEE in equal installments at the same time as other employees of CITY are paid. This represents a 1% increase from EMPLOYEE's salary on August 1, 2020.

- B. Contingent upon the City Council's findings regarding CITY's 2020-21 Budget (as described in this Subsection) in October 2020, on August 1, 2021 CITY will pay EMPLOYEE for his services rendered pursuant to this Agreement an annual salary of \$222,382 which is payable to EMPLOYEE in equal installments at the same time as other CITY employees are paid. This represents a 1.5% increase from EMPLOYEE's salary on January 1, 2021.
 - i. The Parties agree that this Agreement is executed during an unprecedented time in the nation's history. The COVID-19 Pandemic has significantly impacted CITY's budget forecasts and revenue projections. Both Parties agree that CITY's financial health, and its ability to deliver public services, is of utmost concern. Accordingly, the City Council will be reviewing CITY's revenues in October 2020 to determine what, if any, adjustments should be made to revenue projections and expenditures.

 - ii. To activate EMPLOYEE's salary increase anticipated in this section, the City Council must find that sales tax revenue projections will increase based upon data provided in October 2020. The Mayor is authorized to inform EMPLOYEE and the Management Services Director of that finding, in writing, to activate the 2021 increase in EMPLOYEE's salary.

- C. Except as otherwise provided, on August 1, 2022 CITY will pay EMPLOYEE for his services rendered pursuant to this Agreement an annual salary of \$226,830 which is payable to EMPLOYEE in equal installments at the same time as other CITY employees are paid. This represents a 2% increase from EMPLOYEE's salary on July 31, 2022. If the salary increase in Subsection B was not activated, then CITY will pay EMPLOYEE an annual salary of \$225,685 beginning August 1, 2022.

- D. Nothing in this Section prevents CITY's City Council from increasing or decreasing EMPLOYEE's salary to a different amount following an evaluation and written amendment to this Agreement.

8. **CHANGES:** This Agreement may be changed or amended by the mutual written consent of CITY and EMPLOYEE. Any benefits to EMPLOYEE under this Agreement

may be increased or added to by motion of the City Council without formal amendment to the Agreement.

9. **BONDING**: CITY will pay for the cost of fiduciary bonds required of EMPLOYEE as a consequence of the exercise of his duties under this Agreement.

10. **INDEMNIFICATION**:

- A. CITY must indemnify and defend EMPLOYEE from any and all claims, demands, actions, losses, or charges arising out of, related to, or as a consequence of EMPLOYEE performing his duties as City Manager. Further, CITY must pay all expenses, costs and attorney's fees arising out of or related to the same.
- B. The Parties agree that this Section will survive the termination of this Agreement and EMPLOYEE's employment. CITY's obligations under this Section apply whether EMPLOYEE is or is not employed by the CITY at the time any such claim, demand, action, loss or charge is made or occurs, as the case may be so long as the action giving rise to the claim occurred during the time EMPLOYEE was employed by CITY.

11. **CITY MANAGER DUTIES AND ETHICS CODE**: The City Council will not intervene with the execution of the City Manager's powers and duties as provided by the Monterey Park Municipal Code or other applicable law. EMPLOYEE is expected to conform to the ICMA Code of Ethics.

12. **PERFORMANCE EVALUATION**: The City Council may evaluate EMPLOYEE at any time and must provide a written evaluation of EMPLOYEE's performance on an annual basis (on or before the anniversary date of this Agreement). Such evaluations will become a part of EMPLOYEE's personnel file. For any such evaluation, EMPLOYEE or the City Council may require that CITY contract with a third-party consultant to interview individual City Councilmembers regarding EMPLOYEE's performance and prepare a report for the entire City Council to use in evaluating EMPLOYEE's performance.

13. **ASSEMBLY BILL 1344 (GOVERNMENT CODE § 53243, ET SEQ.) COMPLIANCE**: To the extent CITY provides: (i) paid leave to EMPLOYEE pending an investigation; (ii) funds for the legal criminal defense of the EMPLOYEE; and/or (iii) a cash settlement to EMPLOYEE related to the termination of the EMPLOYEE, pursuant to this AGREEMENT and Government Code § 53243, *et seq.*, EMPLOYEE must fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) in the event that the EMPLOYEE is convicted of a crime involving the abuse of his office or position.

14. **WAIVER OF BREACH**: No waiver of the breach of any of the covenants, agreements, provisions, or conditions of this Agreement by either party will be

construed to be a waiver of any succeeding breach of the same or other covenants, agreements, provisions or conditions of this Agreement. No delay or omission of CITY or EMPLOYEE in exercising any right, power, or remedy herein provided in the event of default will be construed as a waiver thereof, or acquiescence therein.

15. **ENTIRE CONTRACT**: This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument will be of no force or effect excepting a subsequent modification in writing signed by CITY and EMPLOYEE.

16. **PARTIAL INVALIDITY**: Partial invalidity of this Agreement will not affect the remainder.

17. **VENUE**: This Agreement will be interpreted in accordance with California law and venue is in Los Angeles County.

18. **BINDING EFFECT**: This Agreement is binding upon and inures to the benefit of the parties and their successors, heirs, agents and personal representatives.

19. **SEVERABILITY**: Each portion of this Agreement is separate and if any portion is found to be invalid by a court of competent jurisdiction, the remaining portions must each remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed this ___ day of September 2020.

City of Monterey Park,
a municipal corporation.

Peter Chan, Mayor

Ronald Bow

ATTEST:

Vincent D. Chang, City Clerk

APPROVED AS TO FORM



Karl H. Berger, City Attorney

EXHIBIT A

SEPARATION AND RELEASE AGREEMENT

This Separation, Severance and General Release Agreement ("AGREEMENT") is made and executed as of _____, by and between RONALD EMPLOYEE ("EMPLOYEE") and the CITY OF MONTEREY PARK ("CITY"). The Parties agree as follows:

1. RECITALS

- A. EMPLOYEE commenced employment with the CITY as city manager on or about August 3, 2017. Pursuant to an employment agreement executed on or about September 16, 2020, and retroactive to August 1, 2020 (the "Employment Agreement"), the Parties agreed that EMPLOYEE would be paid a lump sum amount for severance if terminated for convenience and after executing this AGREEMENT.
- B. This AGREEMENT is made to amicably resolve all matters between EMPLOYEE and the CITY regarding EMPLOYEE's employment and the cessation of employment.
- C. The parties understand and agree that a material purpose of this AGREEMENT is to resolve any disputes and CLAIMS arising from or relating to EMPLOYEE's employment with CITY, if any, and provide for a separation payment for EMPLOYEE.

2. CONSIDERATION

- A. In exchange for EMPLOYEE's execution, faithful performance and compliance with this AGREEMENT including, without limitation, the granting of the releases set forth herein, and in full satisfaction and settlement of EMPLOYEE's CLAIMS, if any, the CITY will pay EMPLOYEE a lump sum equivalent to six months of his then base salary or the remaining term of his Employment Agreement, whichever is less ("SEVERANCE PAYMENT") in the form of a check made payable to Ronald Bow, to be delivered within 10 days of the EFFECTIVE DATE of this AGREEMENT. Required tax withholdings and deductions will be made from the SEVERANCE PAYMENT. EMPLOYEE understands and agrees that the employee's portion of any federal, state or local taxes, if any, that may be owed or payable on the SEVERANCE PAYMENT are the sole and exclusive responsibility of EMPLOYEE.
- B. EMPLOYEE and the CITY will bear their own attorney fees and costs incurred in connection with any disputes and this AGREEMENT.

- C. Except as otherwise provided, the parties agree that no other monies or benefits are due, owing or unpaid by reason of EMPLOYEE's employment or association with CITY and that no other monies or benefits will be paid or maintained by CITY to/for EMPLOYEE, in EMPLOYEE's name, or on EMPLOYEE's behalf. EMPLOYEE expressly agrees that the SEVRANCE PAYMENT supersedes and are is substitution for any payments or benefits under any employment agreement(s), business agreement(s) or arrangement(s), oral or written promises, or severance policy or plan respecting or regarding his employment or association with CITY.

3. **Release of Claims:** As consideration for the agreements described above, EMPLOYEE releases and discharges CITY and/or any of its current or former officials, officers, executives, agents, assigns, executors, directors, representatives, affiliates, employees, attorneys, insurers and successor-in-interest, and all persons acting by, through, under or in concert with CITY, past or present, and each and all of them (collectively "Released Parties"), from any and all charges, complaints, lawsuits, claims, liabilities, claims for relief, obligations, promises, agreements, contracts, interests, controversies, injuries, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, liens, judgments, indebtedness, and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, whether in law or in equity, KNOWN OR UNKNOWN, suspected or unsuspected, actual or potential, which EMPLOYEE now has, owns or holds, or claims to have, owns, or holds against each or any of the Released Parties, at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, with respect to any act, omission, event, matter, claim, damage, loss, or injury arising out of the employment of and/or the termination of such employment between CITY and EMPLOYEE and/or with respect to any other claim, matter, or event arising before execution of this Agreement by the Parties, including, without limitation, claims under the California Fair Employment and Housing Act (California Government Code §12940 et seq.), the California Family Rights Act (California Government Code §12945.2, 19702.3 et seq.), California Government Code §11135, the Unruh and George Civil Rights Acts (California Civil Code §51 et seq.), the California Labor Code, including, but not limited to, all provisions of the California Labor Code section 1194 and any related Wage Orders or similar directives/authorities issued by any Federal or State authority having enforcement powers, Fair Labor Standards Act any related Wage Orders or similar directives/authorities issued by any Federal or State authority having enforcement powers, the Constitution of the United States, the Constitution of the State of California, Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e et seq.), the Equal Pay Act (29 U.S.C. §206(d)), the Rehabilitation Act of 1973 (29 U.S.C. §793 et seq.), the Family and Medical Leave Act (29 U.S.C. §2901 et seq.), the Employee Retirement Income Security Act of 1974, also known as "ERISA" (29 U.S.C. §1001 et seq.), and/or Sections 1981, 1983, 1985, 1986 or 1988 of Title 42 of the United States Code (42 U.S.C. 1981 et seq.), the Americans with Disabilities Act (42 U.S.C. §12101 et seq.), Claims of Retaliation (California Labor Code §1102.5 et seq.), Claims of "Whistle-blowing," California Workers' Compensation Act (Labor Code §3201 et seq.), claims for breach of any type of contract, including written, oral or implied contracts, breach of any

covenant, promise, or representation pertaining to your employment, whether express or implied, claims for negligent hiring, retention, supervision, investigation, wrongful termination, discrimination of any type, interference with economic relations, failure to pay wages and/or benefits of any kind, fraud and/or misrepresentation of any kind, negligent or intentional infliction of emotional distress, slander, assault, battery, and/or any other claims arising under any other state or federal provision, act, ordinance, Constitution, law, common law, or arising under any contract or agreement against CITY, or any other Released Party. EMPLOYEE also expressly releases any and all rights to grieve or otherwise appeal any matters relating to or arising from his employment with CITY.

EMPLOYEE also agrees that if any claim is prosecuted in his name before any court or administrative agency that he waives and agrees not to take any award of money or other damages from such suit.

Nothing prohibits or prevents EMPLOYEE from filing a charge with, or participating, testifying or assisting in, any EEOC or comparable administrative investigation, hearing or other proceeding before any federal, state or local agency. However, EMPLOYEE acknowledges and understands that he is not entitled to recover any additional compensation, settlement funds, damages or money as a result of such participation.

EMPLOYEE further waives and relinquishes all rights and benefits he may have under any other statutes or common law principles of similar effect.

4. **Section 1542 Waiver**: EMPLOYEE waives any and all rights or benefits which he may have under the provisions of Civil Code § 1542, which provides as follows:

“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.”

5. Specific Acknowledgement of Waiver of Claims Under ADEA and OWBPA:

The Age Discrimination in Employment Act of 1967 ("ADEA"; 29 U.S.C. §§ 621-634) 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 or older. The Older Workers Benefit Protection Act ("OWBPA"; 29 U.S.C. §§ 626, et seq.) 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, in exchange for the consideration stated herein, he knowingly and voluntarily waives and releases any rights that he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA that:

- A. This waiver/release is written in a manner in which EMPLOYEE understands.
- B. EMPLOYEE is aware of, and has been advised to seek a representative or legal counsel of his own choosing regarding his rights under the ADEA and OWBPA and the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA, or similar age discrimination laws.
- C. EMPLOYEE is entitled to a reasonable time of at least 21 days within which to review and consider this Agreement, and the waiver and release of any rights he may have under the ADEA, the OWBPA, or similar age discrimination laws. But he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the 21 day period. If EMPLOYEE signs this Agreement before the expiration of the 21 day review period, he waives the balance of that period.
- D. The waivers and releases set forth in this Agreement do not apply to any rights or claims that may arise after the effective date of this Agreement.
- E. EMPLOYEE is advised that he should consult with any attorney before executing this Agreement. EMPLOYEE had an opportunity to discuss this waiver and release with, and to be advised, by an attorney of his choice, and that he does not need any additional time within which to review and consider this Agreement.
- F. EMPLOYEE has until 5:00 p.m. PST, seven days following his execution of this Agreement to revoke it by submitting a written revocation addressed to and received by Karl H. Berger via email at kberger@montereypark.ca.gov.

- G. This Agreement will not take effect until the Effective Date, which is the day after the expiration of the seven day revocation period set forth in the preceding paragraph.

EMPLOYEE ACKNOWLEDGES THAT HE FULLY UNDERSTANDS HIS RIGHT TO DISCUSS THIS WAIVER WITH LEGAL COUNSEL, THAT HE HAS CAREFULLY READ AND FULLY UNDERSTANDS THE WAIVER, AND THAT HE IS VOLUNTARILY AGREEING TO WAIVE ANY CLAIMS THAT HE HAS OR MAY HAVE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ANY OTHER LAWS PROHIBITING AGE DISCRIMINATION IN EMPLOYMENT ARISING FROM OR RELATED OR ATTRIBUTABLE TO THE PARTIES' ALLEGATIONS OR CLAIMS.

EMPLOYEE's initials

6. **WAIVER OF ADDITIONAL CLAIMS.** EMPLOYEE and the CITY hereby waive any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant hereto.

7. **REPRESENTATIONS AND WARRANTIES.** Each of the parties to this AGREEMENT represent and warrant and agree with each other party as follows:

- A. **No Other Claims:** EMPLOYEE and CITY represent and warrant that neither EMPLOYEE nor CITY filed, nor will they file in the future, any complaint, charge, claim, legal action, or proceeding arising out of EMPLOYEE's employment with CITY, the DISPUTES or the CLAIMS released hereby or in any way related to his employment with CITY or separation therefrom with any court, agency, board, hearing officer or tribunal against CITY or any of its agents, officers, current and former elected or appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them. EMPLOYEE retains his right to request indemnification from CITY pursuant to Government Code § 825 *et seq.* with respect to any action brought against EMPLOYEE in his capacity as an employee.
- B. **No Fraud in Inducement:** No party (nor any officer, agent, employee, representative, or attorney of or for any party) 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 (or of any officer, agent, employee, representative, or attorney of or for any party) in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

- C. Independent Investigation: Each party to this AGREEMENT made such investigation of the facts pertaining to this severance and settlement and this AGREEMENT and all the matters pertaining hereto as it deems necessary.
- D. Comprehension and Authority: Each party or responsible officer thereof has read this AGREEMENT and understands its contents. Any of the officers executing this AGREEMENT on behalf of the CITY are empowered to do so and thereby bind the entity.
- E. Mistake Waived: In entering into this AGREEMENT and the severance and settlement provided for herein, 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 is not entitled to rescind or set aside the 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.
- F. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that he 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 represents and warrants that none of the CLAIMS released by his hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.
- G. Future Cooperation: The parties will execute all such further and additional documents as shall be reasonable or necessary to carry out the provisions of this AGREEMENT.

8. MISCELLANEOUS

- A. No Admission: Nothing in this AGREEMENT may be construed as an admission by the parties of any liability of any kind. The parties each deny any liability in connection with any claim or wrongdoing. Each party also intends hereby solely to amicably resolve all matters between the parties.
- B. Governing Law: This AGREEMENT and the rights and obligations of the parties will be construed and enforced in accordance with, and governed

by, the laws of the State of California. The venue for any dispute arising out of or relating to this AGREEMENT is the Los Angeles Superior Court.

- C. 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.
- D. Continuing Benefit: This AGREEMENT is binding upon and inures to the benefit of the parties hereto, their respective agents, employees, representatives, officers, and officials.
- E. Joint Drafting: Each party has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the same may not be construed against any party.
- F. 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 will still be in full force and effect.
- G. Titles: The titles included in this AGREEMENT are for reference only and are not part of the terms of this AGREEMENT, nor do they in any way modify the terms of this AGREEMENT.
- H. Counterparts: This AGREEMENT may be executed in counterparts, and by facsimile 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, constitutes one AGREEMENT, which shall be binding upon and effective as to all parties.
- I. Executed Copy: All parties will receive a fully executed copy of this AGREEMENT.
- J. Notice: Any and all notices given to any party under this AGREEMENT will be given as provided in this paragraph. All notices given to either party will 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 will be deemed, for all purposes, to have been given on the date of personal service or three consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

Ronald Bow
[ADDRESS ON FILE WITH CITY]

As to CITY:

Attn: City Clerk
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

WHEREFORE, the parties hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

DATED: _____

CITY OF MONTEREY PARK

By: _____
Mayor

DATED: _____

By: _____
Ronald Bow

APPROVED AS TO FORM:

By: _____
Karl H. Berger, City Attorney

ATTACHMENT 2
Historical City Manager List

CITY OF MONTEREY PARK
CITY MANAGERS SINCE 1948

Name	Term
John Moriarity	1948-1950
Robert N. Klein	1950-1952
Howard Schmidt	1952-1953
John Crowley	1953-1955
E. Fred Bien	1955-1957
Clifford Petrie	1958-1965
William Woollett, Jr.	1965-1970
Gerald Weeks	1970-1976
Harry C. Wills (Interim)	1976
Lloyd de Llamas	1976-1987
David Bentz (Interim)	1987-1988
Mark Lewis	1988-1991
Chris Jeffers (Interim)	1991
Chris Jeffers	1991-2007
Adolfo Reta (Interim)	2007-2008
June Yotsuya	2008-2010
Jim Smith (Acting)	2010
Donald F. McIntyre (Interim)	2010
Jim Smith (Acting)	2010
Paul Talbot	2010-2016
Ron Bow (Interim)	2016-2017
Ron Bow	2017-

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("AGREEMENT") is entered into this 3rd day of August 2017, between the City of Monterey Park ("CITY") and Ronald Bow ("EMPLOYEE").

SECTION 1. TERM

EMPLOYEE shall commence employment as city manager for CITY on August 3, 2017. Except as otherwise provided for in this AGREEMENT, EMPLOYEE's employment with CITY shall be on an at-will basis and will continue until terminated as provided in this AGREEMENT.

SECTION 2. DUTIES

EMPLOYEE shall perform to EMPLOYEE's best ability the duties and functions of the City Manager of the CITY, as defined by California state law and CITY Ordinances, Resolutions and Personnel Rules and Regulations, including without limitation acting as the CITY's highest ranking administrative officer and management employee, and shall perform such other legally permissible duties and acts as the CITY Council may direct from time to time.

SECTION 3. TERMINATION OF EMPLOYMENT

(A) Through and including July 31, 2020, CITY may only terminate this AGREEMENT based upon (i) EMPLOYEE's willful misconduct, including without limitation, intentionally failing to fulfill EMPLOYEE's duties set forth in SECTION 2 of the AGREEMENT; or (ii) EMPLOYEE's conviction or commission of a crime involving moral turpitude; or (iii) without cause at any time. However, if CITY elects to terminate the AGREEMENT without cause such that the termination date would occur before July 31 2020, and the EMPLOYEE delivers to the City an executed copy of the Separation and Release Agreement in the form attached hereto as Exhibit A within 30 days of his termination, the City must pay EMPLOYEE a lump sum amount equal to the lesser of (i) the amount of base pay that EMPLOYEE would have earned through July 31, 2020 or (ii) six months of EMPLOYEE's base salary.

(B) EMPLOYEE may terminate this AGREEMENT at any time upon thirty days written notice to the Mayor of CITY or the City Attorney. EMPLOYEE's resignation shall be deemed accepted upon delivery of resignation to the Mayor or the City Attorney. EMPLOYEE shall not be entitled to any compensation upon such a termination except as set forth in Section 3 (C);

(C) Upon any termination of this EMPLOYEE's employment, CITY shall pay EMPLOYEE upon the effective date of such termination, an amount equal to the value of the employee's accumulated, but unpaid and unused vacation and sick time in

accordance with the vacation and sick time cash out policies applicable to the Department Head employees of the City.

SECTION 4. COMPENSATION AND BENEFITS

(A) EMPLOYEE's annual base salary is \$ 218,000 which shall be paid in equal bi-weekly payments. Employee's salary and performance shall be reviewed annually and Council shall have the right, but not the obligation to increase EMPLOYEE's salary pursuant to a written amendment to this AGREEMENT;

(B) CITY shall pay EMPLOYEE for professional membership dues and fees and attendance at conferences as such may be budgeted by the CITY. EMPLOYEE shall also be reimbursed upon presentation to CITY of verified receipts for sums necessarily incurred by EMPLOYEE in the performance of EMPLOYEE's duties or as otherwise budgeted for by CITY, so long as the expenses are in accordance with the CITY's policies and state laws;

(C) EMPLOYEE shall be entitled to all other benefits of employment now in effect or as hereafter approved by the CITY Council, which are provided to Department Head employees of the CITY. EMPLOYEE shall also be paid a monthly car allowance of \$500.

SECTION 5. ENTIRE AGREEMENT AND AMENDMENTS

CITY and EMPLOYEE acknowledge that no representation, inducement, promise or agreement, oral or written, has been made or is being relied upon which is not set forth in this AGREEMENT. This AGREEMENT supercedes all prior agreements with respect to the subject matter hereof and, to the extent permitted by law, any and all CITY Ordinances, Resolutions or Personnel Rules and Regulations of CITY that have been or may be adopted. No amendment or modification to this AGREEMENT shall be effective unless such is in writing and signed by the parties.

SECTION 6. EFFECT OF WAIVER/SEVERABILITY

Failure by either party to insist on strict compliance with any term or condition of this AGREEMENT shall not be deemed a waiver of such term or condition, nor shall any such failure be deemed a waiver of that right at any other time. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 7. EMPLOYEE REPRESENTATION

EMPLOYEE represents that he has reviewed this AGREEMENT and has had the opportunity to consult with legal counsel of EMPLOYEE's own choosing with respect to this AGREEMENT. This AGREEMENT shall be deemed to have been drafted by both parties and it shall not be interpreted against either party hereto based upon the drafting hereof.

SECTION 8. GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and the venue for any legal action relating to this AGREEMENT shall be the Superior Court of the State of California, County of Los Angeles.

SECTION 9. COUNTERPARTS

This AGREEMENT may be executed in counterparts, which counterparts shall constitute the AGREEMENT.

SECTION 10. ASSEMBLY BILL 1344 COMPLIANCE

To the extent CITY provides: (i) paid leave to EMPLOYEE pending an investigation; (ii) funds for the legal criminal defense of the EMPLOYEE; and/or (iii) a cash settlement to EMPLOYEE related to the termination of the EMPLOYEE, pursuant to this AGREEMENT and Government Code Section 53243 et seq., EMPLOYEE shall fully reimburse the City for any and all amounts paid by the City which fall within subsections (i) through (iii) in the event that the EMPLOYEE is convicted of a crime involving the abuse of his office or position.

IN WITNESS WHEREOF, CITY has caused this AGREEMENT to be executed on its behalf by its Mayor and duly attested by its City Clerk; and EMPLOYEE has executed this AGREEMENT on the date first written above.

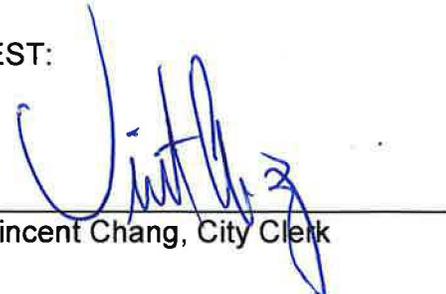
CITY:

By: 
Teresa Real Sebastian, Mayor

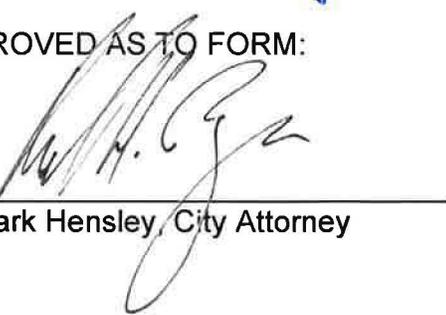
EMPLOYEE:

By: 
Ronald Bow

ATTEST:

By: 
Vincent Chang, City Clerk

APPROVED AS TO FORM:

By: 
Mark Hensley, City Attorney

for

EXHIBIT A

SEPARATION AND RELEASE AGREEMENT

1. PARTIES

This Separation, Severance and General Release Agreement (“AGREEMENT”) is made and executed as of _____, _____, by and between Ronald Bow (“BOW”) and the CITY OF MONTEREY PARK (“CITY”).

2. RECITALS

2.1 BOW commenced employment with the CITY as city manager on or about August 3, 2017, pursuant to that EMPLOYMENT AGREEMENT entered into between the parties on or about August 3, 2017.

2.2 This AGREEMENT is made to amicably resolve all matters between BOW and the CITY regarding BOW’s employment and the cessation of said employment.

2.3 The parties understand and agree that a material purpose of this AGREEMENT is to resolve any disputes and CLAIMS arising from or relating to BOW’s employment with CITY, if any, and provide for a separation payment for BOW.

3. CONSIDERATION

3.1 In exchange for BOW’s execution, faithful performance and compliance with this AGREEMENT, including without limitation the granting of the releases set forth herein, and in full satisfaction and settlement of BOW’s CLAIMS, if any, the CITY shall pay BOW the sum of \$_____ [amount equivalent to six month base pay or amount of time left on contract, whichever is less] (“SEVERANCE PAYMENT”) in the form of a check made payable to Ronald BOW, to be delivered within 10 days of the EFFECTIVE DATE of this AGREEMENT. Required tax withholdings and deductions will be made from the SEVERANCE PAYMENT.

3.2 .Respecting the SEVERANCE PAYMENT referenced in paragraphs 3.1 above, BOW understands and agrees that the employees portion of any federal, state or local taxes, if any, that may be owed or payable on the sums caused to be paid hereunder by the CITY are the sole and exclusive responsibility of BOW.

3.3 BOW and the CITY shall otherwise each bear their own attorney fees and costs incurred in connection with any disputes and this AGREEMENT.

3.4 Except as set forth in this Paragraph 3, the parties agree that no other monies or benefits are due, owing or unpaid by reason of BOW’s employment or association with CITY and that no other monies or benefits will be paid or maintained by CITY to/for BOW, in BOW’s name, or on BOW’s behalf. BOW expressly agrees that the SEVRANCE PAYMENT described in Paragraph 3 supersede and are in substitution for any payments or

benefits under any employment agreement(s), business agreement(s) or arrangement(s), oral or written promises, or severance policy or plan respecting or regarding his employment or association with CITY.

4. Specific Acknowledgement of Waiver of Claims under ADEA and OWBPA

The Age Discrimination in Employment Act of 1967 (“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 (“OWBPA”, 29 U.S.C. sections 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, BOW acknowledges that he knowingly and voluntarily, for just compensation, waives and releases any rights he may have under the ADEA and/or OWBPA. BOW further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by BOW;
- (b) BOW is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) BOW 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 he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) 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;
- (e) BOW has been advised by this writing that he should consult with an attorney **prior** to executing this AGREEMENT;
- (f) BOW has discussed, or had the opportunity to discuss, this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;
- (g) BOW has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to the CITY pursuant to this paragraph and must state, “I hereby revoke my acceptance of our ‘Separation and Release Agreement;’” and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since BOW's execution of the AGREEMENT (the "EFFECTIVE DATE").

5. RELEASE

In exchange for the SEVERANCE PAYMENT, representations and covenants made herein, and except only as to such rights or claims as may be created by this AGREEMENT, BOW hereby, and for his heirs, representatives, successors, and assigns, releases, acquits, and forever discharges the CITY, and all of its agents, officers, current and former elected and appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them, and each of them, from any and all claims (including without limitation all claims for workers compensation benefits, if any), charges, complaints, 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 BOW now has or may acquire in the future, which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred (including without limitation any circumstance(s) giving rise to liability for workers compensation benefits) or was in effect at any time from the beginning of time up to and including the EFFECTIVE DATE of this AGREEMENT ("CLAIMS"), without regard to whether such CLAIMS arise under the federal, state or local constitutions, statutes, rules, ordinances or regulations, workers compensation statutes or the common law. BOW expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims related to the DISPUTES, his employment with the CITY and its cessation, any claims for wages, overtime or benefits (including without limitation workers compensation benefits), any alleged breach of any duty, any alleged employment discrimination, harassment, retaliation or unlawful discriminatory act, any alleged breach of any express or implied employment contract, breach of any duty arising out of contract, statute, regulation, ordinance or tort, constructive discharge, wrongful termination or constructive discharge in violation of public policy, 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 or respecting wrongful termination, breach of employment contract, or employment discrimination, employee injury, death, workers compensation, wrongful hiring, harassment or retaliation based upon sex, race, age, color, religion, handicap or disability, national origin or any other protected category or characteristic, including but not limited to the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, regulation, ordinance or decisional law.

Additionally, the CITY hereby agrees not to initiate, or proceed with any actions, causes of action, claims, etc., that could be or that have been asserted against BOW arising out of BOW' employment with the CITY, in any forum, whatsoever. To the extent that any such actions, causes of action, claims, etc., are, or become pending in any forum whatsoever, the CITY agrees to execute all documents necessary for the withdrawal of such actions, causes of action, claims, with prejudice, forthwith.

6. UNKNOWN CLAIMS

6.1 BOW' on the one hand, and the CITY, on the other hand, each hereby waive and release any rights which the other and its successors, heirs, executives, administrators, may have directly or indirectly, if any, jointly or severally, directly or indirectly, under the provisions of California Civil Code section 1542, and any similar state or federal statute, which reads in sum, substance or substantial part as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

6.2 BOW and the CITY acknowledge that the facts with respect to which each gives this GENERAL RELEASE may turn out to be different from the facts they now believe to be true. BOW and the CITY hereby assume the risk of the facts turning out to be different, and agree that this AGREEMENT shall in all respects be effective and not subject to termination or rescission because of any such difference in facts.

7. WAIVER OF ADDITIONAL CLAIMS

BOW and the CITY hereby waive any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant hereto.

8. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represent and warrant and agree with each other party as follows:

8.1 No Other Claims: BOW and the CITY hereby represent and warrant that BOW nor the CITY has not filed, nor will they file in the future, any complaint, charge, claim, legal action, or proceeding arising out of BOW' employment with the CITY, the DISPUTES or the CLAIMS released hereby or in any way related to his employment with the CITY or separation therefrom with any court, agency, board, hearing officer or tribunal against the CITY or any of its agents, officers, current and former elected or appointed officials, current and former employees, representatives, insurers, attorneys, and all persons acting by, through, under, or in concert with any of them. BOW retains his right to request indemnification from the City pursuant to California Government Code Section 825 *et seq.* with respect to any action brought against BOW in his capacity as an employee.

8.2 Advice of Counsel: Each party has received, or has had the opportunity to receive, independent legal advice from their respective attorney(s) with respect to the advisability of making the settlement and releases provided herein, with respect to the advisability of executing this AGREEMENT, and with respect to the meaning of California Civil Code section 1542.

8.3 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 (or of any officer, agent, employee, representative, or attorney of or for any party) in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

8.4 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this severance and settlement and this AGREEMENT and all the matters pertaining hereto as it deems necessary.

8.5 Comprehension and Authority: Each party or responsible officer thereof has read this AGREEMENT and understands the contents hereof. Any of the officers executing this AGREEMENT on behalf of the CITY are empowered to do so and thereby bind the entity.

8.6 Mistake Waived: In entering into this AGREEMENT and the severance and settlement provided for herein, 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 rescind or set aside the 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.

8.7 Later Discovery: BOW and the CITY 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 both parties intention to fully, finally and forever settle and release all such matters, and all claims relative hereto, which do now exist, may exist or have previously existed between both 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.

8.8 Ownership of Claims: BOW represents and warrants as a material term of this AGREEMENT that he 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, BOW further represents and warrants that none of the CLAIMS released by his hereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

8.9 Future Cooperation: The parties will execute all such further and additional documents as shall be reasonable or necessary to carry out the provisions of this AGREEMENT.

9. MISCELLANEOUS

9.1 No Admission: Nothing contained herein shall be construed as an admission by the parties of any liability of any kind. The parties each deny any liability in connection with any claim or wrongdoing. Each party also intends hereby solely to amicably resolve all matters between the parties.

9.2 Governing Law: This AGREEMENT 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. The venue for any dispute arising out of or relating to this AGREEMENT shall be the Los Angeles Superior Court.

9.3 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.

9.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, employees, representatives, officers, and officials.

9.5 Joint Drafting: Each party has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the same shall not be construed against any party.

9.6 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.

9.7 Titles: The titles included in this AGREEMENT are for reference only and are not part of the terms of this AGREEMENT, nor do they in any way modify the terms of this AGREEMENT.

9.8 Counterparts: This AGREEMENT may be executed in counterparts, and by facsimile 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.

9.9 Executed Copy: All parties shall receive a fully executed copy of this AGREEMENT.

9.10 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 BOW:

Ronald BOW

As to the CITY:

Attn: City Clerk
City of Monterey Park
320 West Newmark Avenue
Monterey Park, California 91754

WHEREFORE, the parties hereto have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

DATED: _____

CITY OF MONTEREY PARK

By: _____
_____, Mayor

RON BOW

DATED: _____

By: _____
RON BOW

APPROVED AS TO FORM:

By: _____
Mark Hensley, City Attorney