

**EMPLOYMENT AGREEMENT FOR
GENERAL MANAGER OF GLENDALE WATER & POWER
(ACTING AND INTERIM)**

THIS AGREEMENT, effective August 5, 2024 and between the City of Glendale, California ("City") and Manny Robledo ("Retiree"). In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

RECITALS

This Agreement is made and entered into with respect to the following facts:

- A. City seeks to engage Retiree on an acting and interim basis to serve in the position of General Manager of Glendale Water & Power (GWP) in accordance with the terms set forth in this Agreement; and
- B. Retiree desires to accept and continue employment as Acting and Interim General Manager of GWP in consideration of and subject to the terms, conditions and benefits set forth in this Agreement; and
- C. Retiree's employment as Acting General Manager of GWP is authorized by Government Code Section 21221(g), which permits the City Council to declare a position available due to a leave of absence of an incumbent employee and permits the City to appoint a California Public Employees' Retirement System ("CalPERS") retiree to said available position for a period not to exceed one year, so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for all other CalPERS employers.
- D. Retiree's employment as Interim General Manager is authorized by Government Code Sections 7522.56 and 21221(h), which permit the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits, so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for all other CalPERS employers.
- E. Retiree represents that he is a retired annuitant of CalPERS within the meaning of Government Code §§ 7522.56 and 21221(h) ("Statutes") and acknowledges that his compensation is statutorily limited as provided in Government Code § 21221(h). Retiree represents that, as of the effective date of this Agreement, he has not worked for another CalPERS state or

contracting agency as a retired annuitant during the 2024-2025 fiscal year, and that he therefore acknowledges that he can work up to 960 hours for City, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") during the 2024-2025 fiscal year. Retiree represents that he has not received unemployment compensation resulting from employment with any CalPERS Agencies as a retired annuitant during the 12-month period preceding the effective date of this Agreement.

F. City has determined that it is necessary to employ Retiree, a retired annuitant, because the positions of Acting General Manager of GWP and Interim General Manager of GWP requires special skills, and Retiree, by virtue of his experience has those special skills.

NOW, THEREFORE, City and Retiree, in consideration of the mutual covenants and agreements herein contained, agree as follows:

1. **DESIGNATION OF ACTING GENERAL MANAGER AND INTERIM GENERAL MANAGER**

1.1 Acting General Manager of GWP. In accordance with Resolution No. 24 - _____, Retiree has been appointed Acting General Manager of GWP, effective August 4, 2023, pursuant to the terms of this Agreement.

1.2 Interim General Manager of GWP. In accordance with Resolution No. 24-____ and 24-____, Retiree has been appointed Interim General Manager of GWP, effective October 2, 2024, pursuant to the terms of this Agreement.

2. **POSITION AND DUTIES.**

2.1 Position. Retiree has been appointed by the City Council as Acting General Manager of GWP and Interim General Manager of GWP to perform, on a basis set forth below, the duties and functions pertaining to the General Manager of GWP position, and to perform other legally permissible duties and such functions as the City Manager shall from time to time assign. The City Manager shall have the authority to determine the specific duties and functions which Retiree shall perform under this Agreement and the means and manner by which Retiree shall perform those duties and functions. Retiree agrees to devote all of his business time, skill, attention, and best efforts to the discharge of the duties and functions assigned to him by the City Manager.

2.2 Term. Retiree will commence the performance of his duties as the Acting General Manager of GWP on August 5, 2024 ("Commencement Date"). Retiree will commence the performance of his duties as the Interim General Manager of GWP on October 2, 2024 ("Interim Commencement Date"). This Agreement shall expire as of the first of the following to occur: (i) upon the employment commencement date of a permanent General Manager of GWP employed by City; (ii) upon Retiree working 960 hours for all CalPERS Agencies during fiscal year 2024-25, or 960 hours in any subsequent fiscal year; or (iii) upon termination of the Agreement by either Retiree or City as provided below.

2.3 At-Will. Retiree acknowledges that he is an at-will, temporary employee of City who shall serve at the pleasure of the City Manager at all times during the period of his service hereunder and shall be subject to termination by the City Manager at any time without advance notice and without cause. The terms of City's personnel and civil service rules, policies, regulations, procedures, ordinances, and resolutions regarding administrative personnel (collectively "Personnel Policies"), as they may be amended or supplemented from time to time, shall not apply to Retiree, and nothing in this Agreement is intended to, or does, confer upon Retiree any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Manager to terminate his employment, except as is expressly provided in Section 2.2 [Term] or Section 4 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of City to terminate the services of Retiree, as provided in Section 2.2 [Term] or Section 4 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Retiree to resign at any time from his position with City, subject only to the provisions set forth in Section 2.2 [Term] or Section 4 [Termination] of this Agreement. This at-will employment shall be expressly subject to the rights and obligations of City and Retiree, as set forth in Section 2.2 [Term] or Section 4 [Termination] below.

2.4 Hours of Work. Retiree shall devote the time necessary to adequately perform his duties as Acting General Manager of GWP and Interim General Manager of GWP, as applicable. The parties anticipate that Retiree will work a sufficient number of hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings and other City functions as the City Manager may direct. However, in no event shall Retiree be required to work in excess of 960 hours in fiscal year 2024-2025 or 960 hours per each subsequent fiscal year for City, including hours worked for other CalPERS.

3. COMPENSATION.

3.1 Rate of Pay. For all services performed by Retiree as the Acting General Manager of GWP and Interim General Manager of GWP under this Agreement, City shall pay Retiree compensation at the rate of \$152.29 per hour according to the public available pay schedule in place for City employees paid bi-weekly subject to the limitations provided below.

(a) Compliance with CalPERS requirements. It is the intent of the parties to compensate Retiree only to the extent permitted under Government Code sections 7522.56 and 21221(h), and corresponding CalPERS regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by CalPERS and is not less than the minimum, nor more than the maximum rate of pay, for the position of General Manager as listed on City's publicly available pay schedule, divided by 173.333 to equal an hourly rate.

(b) Recordation and Reporting of Hours Worked. Retiree will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for City to CalPERS as may be required. City shall assist in any such reporting obligations to CalPERS. Additionally, Retiree shall keep City continually apprised of any hours worked by Retiree for other CalPERS Agencies during the term of this Agreement.

3.2 Benefits. Other than the compensation described in Section 3.1, Retiree will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. Retiree understands and agrees that he is not, and will not be, eligible to receive any benefits from City, including any group plan for hospital, surgical, or medical insurance, any City retirement program, or any paid holidays, vacation, sick leave, or other leave, with or without pay, or any other job benefits available to an employee in the regular service of City, except for Worker's Compensation Insurance coverage or similar benefits required by state or federal law.

4. TERMINATION.

4.1 By City. This Agreement may be terminated by City for any reason thirty (30) days after providing written notice to Retiree of such termination. City's only obligation in the event of such termination will be payment to Retiree of all compensation then due and owing as set forth in Section 3.1 [Rate of Pay] up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to CalPERS statutory or regulatory requirements.

4.2 By Retiree. This Agreement may be terminated by Retiree for any reason thirty (30) days after providing written notice to City of such termination. City shall have the option, in its complete discretion, to make Retiree's termination effective at any time prior to the end of such period, provided City pays Retiree all compensation as set forth in Section 3.1 [Rate of Pay] then due and owing him through the last day actually worked.

4.3 No Notice for Expiration. Nothing in this Section 4 [Termination] shall be construed to require either party to give advance written notice in order for the Agreement to expire as set forth in Section 2.2 [Term].

4.4 Termination Obligations. Retiree agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to City and shall be returned promptly to City upon termination of Retiree's employment. Retiree's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5. **PROPRIETARY INFORMATION.** "Proprietary Information" is all information and any idea pertaining in any manner to the business of City (or any City affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of City in the course of his/her employment or otherwise produced or acquired by or on behalf of City. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of City's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by City, Retiree shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of City and as is, or may be, necessary to perform his job responsibilities under this Agreement. Following termination, Retiree shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of City. Retiree's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. **NOTICE.** Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified or by delivery of same to the custody of the United States Postal Service, or its lawful successor, postage prepared and addressed as follows:

City

613 East Broadway, Ste
200
Glendale, CA 91206
Attn: City Manager

Retiree

Manny Robledo
[Address on File with Human Resources]

7. **REIMBURSEMENT.** City shall reimburse Retiree for authorized, reasonable, and necessary travel expenses incurred by Retiree in the performance of his duties pursuant to this Agreement. Retiree shall document and claim said reimbursement for such travel in the manner and forms required by the City. All reimbursements shall be for actual expenses and shall be subject to and in accordance with California and federal law and City's adopted reimbursement policies. Such reimbursements **shall not be reported** to CalPERS. Other than as specifically provided herein, Retiree shall receive no other compensation or reimbursements for expenses incurred by his in performance of this Agreement.

8. **GENERAL PROVISIONS.**

8.1 **Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

8.2 **Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of Retiree's employment by City. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of Retiree, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of City, now or in the future, apply to Retiree and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

8.3 **Amendments.** This Agreement may not be amended except in a written document signed by Retiree and the City Manager.

8.4 **Assignment.** Retiree shall not assign any rights or obligations under

this Agreement. City may, upon prior written notice to Retiree, assign its rights and obligations hereunder.

8.5 Severability. If a court or holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

8.6 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Los Angeles County, State of California.

8.8 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended, or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver, or estoppel.

8.9 Acknowledgment. Retiree acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

8.10 Status of Recruitment. City warrants that as of the Commencement Date, it has initiated or will initiate the process for the recruitment of a permanent hire for the General Manager of GWP position.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed on its behalf by the City and Retiree has signed and executed this Agreement.

“RETIREE”
Manny Robledo

Manny Robledo

Date

“CITY”
City of Glendale

Roubik Golanian
City Manager

Date