

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 1st day of July, 2002, by and between the CITY OF ROLLING HILLS ESTATES, State of California, a Municipal Corporation, hereinafter called the "CITY," and DOUGLAS R. PRICHARD, hereinafter called "EMPLOYEE."

### RECITALS

A. EMPLOYEE was appointed as City Manager of the City of Rolling Hills Estates effective April 2, 1990.

B. City and Employee entered into an Employment Agreement as of May 11, 1993 which was modified from time-to-time thereafter and revised and restated herein.

C. CITY desires to continue to employ the services of EMPLOYEE, and EMPLOYEE desires to continue employment as City Manager of the City of Rolling Hills Estates.

D. City Council desires to:

- (1) Continue to retain the services of EMPLOYEE and provide inducement for him to remain in such employment;
- (2) Make possible full work productivity by assuring EMPLOYEE'S future security; and
- (3) Encourage the highest standards of fidelity and public service on the part of EMPLOYEE.

E. The parties further desire to establish certain benefits and certain conditions of EMPLOYEE'S employment, resignation and/or termination. Specifically, the parties recognize and establish that, in the event EMPLOYEE is terminated without cause pursuant to this Agreement, the severance provisions contained herein shall be considered as appropriate compensation to EMPLOYEE in recognition of EMPLOYEE'S longevity and outstanding service, in acknowledgement of the provisions of general public employment law in the State of California, and to avoid any personnel dispute.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Duties. CITY agrees to continue to employ Douglas R. Prichard as City Manager of the City of Rolling Hills Estates to perform the functions and duties specified in CITY'S Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council may, from time to time, assign. EMPLOYEE agrees to remain in the exclusive employ of CITY and not to become otherwise employed while this Agreement is in effect, except with the prior knowledge and expressed written approval of the City Council.

2. Term. The term of this Agreement shall be twelve (12) months commencing on the effective date hereof. The twelve (12) month term of this agreement shall be automatically renewed each month thereafter beginning the first month after the effective date of this Agreement unless City Council provides written notice prior to the first day of each succeeding month that it does not want said automatic renewal to take place, so that upon each automatic renewal of the term on the first day of each succeeding month there will remain on this Agreement a term of twelve (12) months. Consistent with the intent of Municipal Code Section 2.08.070 and Part 1 of Paragraph B of Section 3 of this Agreement, City Council shall not provide written notice of intent that it does not want said automatic renewal to take place, during or within a period of 90 days next succeeding any municipal election at which a member of the City Council is elected.

3. Termination and Resignation.

A. This Agreement may be terminated at any time by mutual agreement of the parties hereto, expressed in writing.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE without cause, at any time, subject only to the provisions of Section 2 above, the CITY'S applicable Municipal Code Sections and the following provisions:

(1) Pursuant to Municipal Code Section 2.08.070, City Council shall not terminate EMPLOYEE during or within a period of 90 days next succeeding any municipal election at which a member of the

City Council is elected. In the event that Municipal Code Section 2.08.070 is repealed or modified to provide for a period of less than 90 days, this Section of this Agreement shall supercede the repealed or modified Rolling Hills Estates Municipal Code.

(2) In the event the City Council terminates the services of EMPLOYEE without cause, EMPLOYEE shall be paid at the rate of one month's base salary at the time of termination, including contributions made by CITY on behalf of EMPLOYEE into an Internal Revenue Code (IRC) 401(a) tax qualified plan (commonly known as CITY'S PARS Longevity Retirement Enhancement Program), for each full year of service in the position of City Manager, up to a maximum of twelve (12) months regardless of whether or not the EMPLOYEE finds other employment within that period of time.

(3) Insofar as applicable Sections of the Government Code allow, including Section 53260 through 53264, CITY shall also make contributions to the Public Employees Retirement System (PERS) in an amount equal to one hundred percent (100%) of Employer's and one hundred percent (100%) of EMPLOYEE'S contribution to PERS at the time of termination for a period of time equal to one month for each full year of service in the position of City Manager, up to a maximum of twelve (12) months, or until such time as EMPLOYEE becomes employed by another public agency contracting with PERS for the provision of retirement benefits, whichever occurs first.

(4) CITY currently provides to all City Employees a defined contribution Longevity Retirement Enhancement Program through the Public Agency Retirement System (PARS) and established by Resolution 1976. This plan has several eligibility requirements for vesting and participation upon retirement. In the event the City

Council terminates the services of EMPLOYEE without cause prior to EMPLOYEE reaching the age of 55, EMPLOYEE shall immediately become one hundred percent (100%) fully vested in the full value of all contributions, earnings and other amounts contained in EMPLOYEE'S PARS Longevity Retirement Enhancement Program account, including any previously non-vested portion. Any eligibility requirements for vesting and participation contained in the PARS Longevity Retirement Enhancement Program Plan Document contrary to the terms and conditions contained herein are hereby superceded. By adoption of this Employment Agreement, CITY authorizes amendment to the PARS Longevity Retirement Enhancement Program Plan Document to provide for the terms and conditions contained herein.

(5) In the event the City Council terminates the services of EMPLOYEE without cause, all EMPLOYEE'S benefits in place at the time of termination will continue at the rate of one month for each full year of service in the position of City Manager, up to a maximum of twelve (12) months or until such time as EMPLOYEE becomes employed by another employer providing substantially similar benefits, whichever occurs first. Nothing herein shall limit EMPLOYEE'S rights under the Comprehensive Omnibus Budget Reconciliation Act of 1986 (COBRA). Benefits expressly excluded from this Part (5) of this Paragraph B are continued accrual of vacation, sick leave, and personal necessity leave, and use of the City-owned automobile. Nothing in this Agreement shall be construed to limit EMPLOYEE'S right to be compensated for the balance of unused vacation, sick leave, and personal necessity leave accrued at the time of termination in accordance with CITY'S general policy for all employees in place at the time of termination.

(6) The effective date of EMPLOYEE'S appointment to the position of City Manager, April 2, 1990 as noted in the recitals, shall be used for purposes of determining each full year of service when calculating termination provisions of this Paragraph B and applicable Parts thereof.

(7) Payments made in accordance with Part (2) of this Paragraph B may be made at the discretion of the CITY in one lump sum or in incremental payments coincidental to the CITY'S regular payroll schedule in place at the time of termination. Contributions made by CITY on behalf of EMPLOYEE into an Internal Revenue Code (IRC) 401(a) tax qualified plan pursuant to Part (2) of this Paragraph B shall vest one hundred percent (100%) with EMPLOYEE immediately upon deposit of said contribution.

(8) Continuation of benefits in accordance with Parts (3) and (5) of this Paragraph B shall be from month to month, and shall not be converted to a lump sum payment.

(9) As needed, for the purpose of providing continuance of salary, benefits and contributions in accordance with Parts (2), (3), (4) and (5) of this Paragraph B only, EMPLOYEE shall be considered and maintained on applicable and necessary official CITY records as an employee of CITY.

(10) The provisions of Part (12) of this Paragraph B notwithstanding, CITY is currently a member of the California Joint Powers Insurance Authority (CJPIA) which makes available to EMPLOYEE an additional six months of compensation and COBRA benefits under the terms of the CJPIA's Special Liability Protection Program Section 22 (attached hereto as Exhibit A and incorporated herein by this reference), the terms of which may vary from time-to-time. The terms of the CJPIA's Special Liability Protection Program Section 22 in effect at the time of termination

of EMPLOYEE'S employment will govern. If, at the time of termination of EMPLOYEE'S employment, CITY is no longer a member of the CJPIA, or the CJPIA no longer offers Special Liability Protection Program Section 22, CITY shall make available to EMPLOYEE an additional six months of compensation and COBRA benefits under terms equivalent to Special Liability Protection Program Section 22 as described in Exhibit A.

(11) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of CITY and EMPLOYEE to agree to a severance settlement consistent with Government Code Section 53260 et seq. if the City Council asks for and EMPLOYEE tenders his resignation in response to that request. If such resignation is tendered by EMPLOYEE following a request of the City Council that he do so, then the terms and conditions of the severance settlement shall, at minimum, contain provisions consistent with those provided for in this Agreement with respect to termination without cause, and for the purposes of calculating the minimum provisions of such severance settlement, it will be as if EMPLOYEE was terminated without cause.

(12) Subject to the provisions of Part (10) of this Paragraph B, upon payment in full of the total compensation, including benefits, contained in the severance provisions regarding termination without cause contained in Section 3, Paragraph B and succeeding Parts, and any other applicable compensation, including benefits, due to EMPLOYEE at time of termination, EMPLOYEE waives any and all rights to sue for injuries or damages arising out of termination of employment as City Manager.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of EMPLOYEE to resign at any time from his position with CITY, subject only to the EMPLOYEE providing ninety (90)

days prior written notice to CITY. Additionally, EMPLOYEE shall provide CITY, within ten (10) days thereof, a written notice of his submission of formal application to any other position of employment. In the event EMPLOYEE resigns from his position as provided herein, EMPLOYEE shall be entitled only to the compensation accrued up to the effective date of resignation.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE for "cause." In the event EMPLOYEE is terminated by CITY for "cause," then CITY may terminate this Agreement immediately and EMPLOYEE shall be entitled to only the compensation accrued up to the date of termination. As used in this section, "cause" shall mean any of the following:

- (1) Conviction of any felony.
- (2) Conviction of a misdemeanor arising directly out of City Manager's duties pursuant to this Agreement.
- (3) Willful abandonment of duties. For purposes of this Agreement, willful abandonment of duties shall mean that EMPLOYEE deliberately and consciously refuses to perform the lawful and required duties of City Manager when it is within the legal, physical and mental ability of EMPLOYEE to perform said duties.

In the event CITY elects to seek termination of EMPLOYEE for "cause" as defined in (1), (2) or (3) above, City Council must first provide EMPLOYEE with written notice of intent to seek termination for "cause", stating clearly the reason(s) for said termination, and provide EMPLOYEE 30 days to respond to notice of such intent and resolve reason(s) of proposed action to terminate for "cause." Prior to final action of the City Council to terminate EMPLOYEE for "cause", EMPLOYEE shall first be entitled to a full evidentiary hearing in front of a qualified intermediary

from the American Arbitration Association or another agreed upon party. At any such hearing, employer shall have the burden of establishing EMPLOYEE'S misconduct by a preponderance of the evidence. The decision of said qualified intermediary shall be considered as the final and conclusive action of both parties for purposes of exhausting EMPLOYEE'S administrative remedies. Either party may appeal the decision of said qualified intermediary pursuant to Code of Civil Procedures Section 1094.5.

4. Compensation.

A. Salary. CITY agrees to pay EMPLOYEE for the services required by this Agreement a monthly base salary of \$11,481.00 (eleven thousand four hundred eighty one dollars) payable in accordance with the CITY'S general payroll schedule. CITY agrees, on an annual basis, to review and adjust EMPLOYEE'S base salary and/or any other benefits EMPLOYEE may receive under this Agreement in such amounts and to such an extent as City Council may determine that it is desirable to do so. In so doing, the City Council shall consider, but not be limited to, such factors as changes in the Consumer Price Index, EMPLOYEE'S relative position in the marketplace, CITY'S financial position, EMPLOYEE'S performance, and any other factors that the City Council deems reasonable and appropriate. This review shall be conducted annually and any adjustments made shall be effective July 1 of each year this Agreement is in force beginning July 1, 2003. In the event that this review results in a reduction in base salary, said reduction shall not exceed ten percent (10%) of EMPLOYEE'S then current base salary on any one annual effective adjustment date.

B. Performance Evaluation.

(1) CITY shall provide EMPLOYEE with an annual performance evaluation upon the completion of each full year in the position of City Manager.

(2) Standards of performance shall be established by mutual consent of the parties hereto at each annual performance evaluation to provide EMPLOYEE with guidance and direction for the ensuing year.

(3) So long as authorized by applicable sections of the Government Code, or other statutory provision, said performance evaluation shall be conducted in closed session, unless EMPLOYEE requests a public hearing.

(4) Said performance evaluation shall be among those items considered by the City Council in reviewing EMPLOYEE'S base salary and making any adjustments thereto.

(5) EMPLOYEE recognizes that he, as the City Manager, will have to remind the City Council of the obligation pursuant to this Paragraph B of Section 4.

C. Public Employees Retirement System – ("PERS"). CITY shall pay one hundred percent (100%) of EMPLOYEES' contribution to PERS and one hundred percent (100%) of Employer's contribution to PERS.

D. Use of City Automobile. It is mutually understood and agreed upon that EMPLOYEE'S duties as City Manager require, and he shall have the exclusive use at all times during his employment of, an automobile selected by the City Council. The CITY shall provide EMPLOYEE with the use of said automobile primarily for business use. The automobile shall be maintained by the CITY and EMPLOYEE shall submit the automobile to the CITY at intervals recommended by the manufacturer for maintenance. The automobile shall be equipped with two-way communication capability in order that EMPLOYEE shall be available at all times.

E. General Benefits. In addition to compensation provided in Paragraphs A, B, C, and D of this Section 4, EMPLOYEE shall receive life and health insurance, holidays, vacation, personal necessity leave, sick

leave, administrative leave, and all other benefits in rates and amounts generally offered to employees of the City of Rolling Hills Estates and/or required by law. It is understood that these General Benefits change from time to time and EMPLOYEES' General Benefits shall be subject to such changes that affect all employees of the CITY. Compensation provided in Paragraphs B, C, and D of this Section 4 shall not be subject to such changes and may only be adjusted by mutual agreement. Compensation provided in Paragraph A of this Section 4 shall be adjusted only in the manner and at the time specified in Paragraph A of this Section 4.

5. Overtime. EMPLOYEE'S duties may involve expenditures of time in excess of regularly scheduled hours of employment and may also include time outside normal office hours such as attendance at City Council and other meetings. EMPLOYEE shall be exempt from paid overtime compensation.

6. General Expenses. CITY recognizes that certain expenses of a non-personal and job affiliated nature may be incurred by EMPLOYEE. CITY agrees to reimburse EMPLOYEE for reasonable and necessary expenses which are submitted to the City Council for approval and which are supported by expense receipts, statements or personal affidavits, and an audit thereof in like manner as other demands against the City. Notwithstanding the foregoing, EMPLOYEE shall be entitled to reimbursement for any expense in excess of five hundred dollars (\$500.00), for which EMPLOYEE is entitled to reimbursement pursuant to this Section 6, only if EMPLOYEE obtains the consent of the City Council prior to incurring any such expense.

7. Other Terms and Conditions of Employment. The City Council may from time to time fix other terms and conditions of employment relating to the performance of EMPLOYEE provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code, or other applicable law.

8. Memberships. CITY agrees to pay EMPLOYEE'S memberships in job-related "standard" professional associations, including the International City

Management Association ("ICMA") and EMPLOYEE shall have a reasonable right to attend meetings of such associations at CITY expense if such meetings are conducted within the State of California. EMPLOYEE may attend meetings of such associations at CITY expense if meetings are conducted outside the State of California only with express permission of the City Council.

9. Disability. If, as a result of death, permanent disability, sickness, accident, injury, mental incapacity or other health related reason, EMPLOYEE is unable to perform his duties for a period of four successive weeks beyond any accrued sick leave, personal necessity leave, administrative leave, vacation or other leave, CITY shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 3, Paragraph B. EMPLOYEE, or EMPLOYEE'S estate, shall be compensated for any accrued vacation, holiday, administrative leave and other accrued benefits, if any, in accordance with Section 3, Paragraph B of this Agreement, CITY'S personnel rules and applicable State law relative to employees in effect at the time of such termination.

10. Indemnification. EMPLOYER shall defend, indemnify and hold EMPLOYEE harmless from any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as City Manager as set forth in the California Tort Claims Act, Government Code Section 810 et seq.

11. Prevailing Party's Attorney's Fees for Dispute. In the event of a dispute between the parties arising over the terms and conditions of this Agreement, the prevailing party shall be entitled to recovery of reasonable attorneys' fees from the other party.

12. General Provisions.

A. The text herein shall constitute the entire agreement between the parties.

B. If EMPLOYEE dies or becomes incapacitated during the term of this Agreement, any accrued and unpaid compensation provided by the terms

of this Agreement shall be paid by CITY to EMPLOYEE'S spouse or his estate.

C. Notices under this Agreement shall be by personal delivery or by United States mail, postage prepaid, addressed as follows:

TO CITY: 4045 Palos Verdes Drive North  
Rolling Hills Estates, CA 90274

TO EMPLOYEE:

[REDACTED]

D. If any provision or portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

CITY:

EMPLOYEE:

Susan W. Seamans  
MAYOR, ROLLING HILLS ESTATES

Douglas R. Prichard  
DOUGLAS R. PRICHARD

ATTEST:

Hope J. Tralan  
DEPUTY CITY CLERK, ROLLING HILLS ESTATES

APPROVED AS TO FORM:

Paul Terzian  
CITY ATTORNEY, ROLLING HILLS ESTATES

**PART B**

**SPECIAL LIABILITY PROTECTION**

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<b>MAXIMUM AMOUNT OF PROTECTION FOR SECTIONS 10 THROUGH 21:</b>	<b>Annual Aggregate Limit</b>	<b>\$50,000,000</b>
	<b>Each Occurrence Limit</b>	<b>\$50,000,000</b>
<b>MAXIMUM AMOUNT OF PROTECTION FOR SECTION 22:</b>	<b>Annual Aggregate Limit</b>	<b>\$100,000</b>
	<b>Each Occurrence Limit</b>	<b>\$100,000</b>

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Part B: Special Liability Protection

■ SECTION 22. TERMINATION OF CITY MANAGER'S EMPLOYMENT  
LIABILITY PROTECTION

22.1 Protection Clause

Subject to all provisions of this Memorandum, the Authority shall cause this Program to pay on behalf of the Protected Party the Unemployment Protection Payment, in exchange for a Waiver and Certification, in the event of Involuntary Termination of a City Manager's Employment, caused by an Occurrence during the Protection Period of this Memorandum specified on the Cover Page.

22.2 Definitions Applicable to This Section 22

**Involuntary Termination of a City Manager's Employment** means injury arising out of the following:

- A. Dismissal, discharge or termination of the employment of a City Manager;
- B. Failure to renew an employment contract which results in termination of the employment of a City Manager.

**Involuntary Termination of a City Manager's Employment** injury does not occur if the dismissal, discharge, termination of employment or failure to renew a contract is for cause, for the reasons stated in 29 USC §1111, of the Employee Retirement Income Security Act of 1974. Termination for cause means ending the employment of a City Manager because the City Manager has been convicted of robbery, bribery, extortion, embezzlement, fraud, grand larceny, burglary, arson, a felony violation of a state or federal law regulating a controlled substance (felony drug conviction), murder, rape, kidnapping, perjury, assault with intent to kill, or any felony involving abuse or misuse of the City Manager's position to obtain an illegal personal gain.

**Benefits** means perquisites, fringe benefits, payments in connection with an employee benefits plan, other than the Medical Benefit, or any other payment, other than salary or wages, to or for the benefit of a City Manager.

**Certification** means a signed statement by a City Manager that he is entitled to the Unemployment Protection Payment because he is unemployed or is employed but at a specified, lower salary than he was earning at the time of the Occurrence and has not retired under a retirement program in which the City Manager earned benefits as a public employee.

**City Manager** means the governing body-appointed chief administrative officer of a Protected Party whether called City

**Manager, Chief Administrative Officer or other title designating the highest appointed official of the governmental entity.**

**Medical Benefit means the cost of all benefits to which the City Manager is entitled under the Comprehensive Omnibus Budget Reconciliation Act of 1986 (COBRA).**

**Occurrence means the ending of a City Manager's employment by a Protected Party which results in Involuntary Termination of a City Manager's Employment during the Protection Period.**

**Unemployment Protection Payment means a payment which shall be paid once a month, for a time period not to exceed six months (the "Payment Period") following the Waiting Period that shall equal the amount of the City Manager's salary at the time of the Occurrence plus payment of the Medical Benefit less any amount of compensation earned, while self-employed or as an employee, or any other payment received as a result of the Occurrence during the Payment Period.**

**"Salary," for purposes of this Unemployment Protection Payment, means the regular monthly compensation of the City Manager, whether paid monthly, bi-weekly, semi-monthly or otherwise, and does not include Benefits, bonuses, car allowances, expenses or other allowances, contributions to the Public Employees Retirement System or any deferred compensation payments made on behalf of the City Manager by the Protected Party.**

**Waiting Period means a period of time after the Occurrence equal to the greater of (1) six months or (2) the number of months of salary received by the City Manager as a severance payment from the Member.**

**Waiver means a full and complete relinquishment by a City Manager of any and all rights to sue a Protected Party for any Benefit, compensation, injury or damages, known or unknown, past, present or future, arising out of the employment of, termination of the employment of, or failure to employ the City Manager.**

**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT**

**RECITALS**

- A. EMPLOYEE and CITY entered into an EMPLOYMENT AGREEMENT as of July 1, 2002.
- B. Said AGREEMENT, among other things, establishes the form and amount of compensation payable by CITY to EMPLOYEE.
- C. CITY has undertaken the annual performance evaluation of EMPLOYEE for the year ending June 30, 2003, as required by said AGREEMENT.
- D. CITY and EMPLOYEE agree, based upon the annual performance evaluation, to adjust EMPLOYEE'S compensation and to make other changes in the manner described below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

That EMPLOYMENT AGREEMENT entered into between CITY and EMPLOYEE as of July 1, 2002, is hereby amended in the following particulars only:

Part (4) of Paragraph B of Section 3 is hereby amended to read as follows:

*"(4) CITY currently provides to all City Employees a defined contribution Longevity Retirement Enhancement Program through the Public Agency Retirement System (PARS) and established by Resolution 1976. This plan has several eligibility requirements for vesting and participation upon retirement. In the event the City Council terminates the services of EMPLOYEE without cause, or allows this Agreement to expire and fails to renew it, prior to EMPLOYEE reaching the age of 55, EMPLOYEE shall immediately become one hundred percent (100%) fully vested in the full value of all contributions, earnings and other amounts contained in EMPLOYEE'S PARS Longevity Retirement Enhancement Program account, including any previously non-vested portion. Any eligibility requirements for vesting and participation contained in the PARS Longevity Retirement Enhancement Program Plan Document contrary to the terms and conditions contained herein are hereby superceded. By adoption of this Employment Agreement, CITY authorizes amendment to the PARS Longevity Retirement Enhancement Program Plan Document to provide for the terms and conditions contained herein."*

The first sentence of Paragraph A of Section 4 is hereby amended to read as follows:

*"Salary. CITY agrees to pay EMPLOYEE for the services required by this AGREEMENT a monthly base salary of \$11,940 (eleven thousand nine hundred forty) payable in accordance with the CITY'S general payroll schedule."*

All other terms and conditions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT to said EMPLOYMENT AGREEMENT effective as of July 1, 2003.

CITY:

EMPLOYEE:

Barbara Rauch  
MAYOR, ROLLING HILLS ESTATES

Douglas R. Prichard  
DOUGLAS R. PRICHARD

ATTEST:

Hope J. Nolan  
DEPUTY CITY CLERK, ROLLING HILLS ESTATES

APPROVED AS TO FORM:

Bob Ferguson  
CITY ATTORNEY, ROLLING HILLS ESTATES

**SECOND AMENDMENT TO  
EMPLOYMENT AGREEMENT**

**RECITALS**

- A. EMPLOYEE and CITY entered into an EMPLOYMENT AGREEMENT as of July 1, 2002.
- B. Said AGREEMENT, among other things, establishes the form and amount of compensation payable by CITY to EMPLOYEE.
- C. CITY has undertaken the annual performance evaluation of EMPLOYEE for the year ending June 30, 2004, as required by said AGREEMENT.
- D. CITY and EMPLOYEE agree, based upon the annual performance evaluation, to adjust EMPLOYEE'S compensation and to make other changes in the manner described below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

That EMPLOYMENT AGREEMENT entered into between CITY and EMPLOYEE as of July 1, 2002, is hereby amended in the following particulars only:

The first sentence of Paragraph A of Section 4 is hereby amended to read as follows:

*"Salary. CITY agrees to pay EMPLOYEE for the services required by this AGREEMENT a monthly base salary of \$12,298 (twelve thousand two hundred ninety eight dollars) payable in accordance with the CITY'S general payroll schedule."*

All other terms and conditions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT to said EMPLOYMENT AGREEMENT effective as of July 1, 2004.

CITY:

EMPLOYEE:

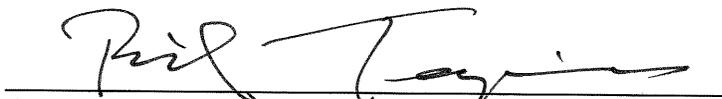
  
\_\_\_\_\_  
MAYOR, ROLLING HILLS ESTATES

  
\_\_\_\_\_  
DOUGLAS R. PRICHARD

ATTEST:

  
\_\_\_\_\_  
DEPUTY CITY CLERK, ROLLING HILLS ESTATES

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY, ROLLING HILLS ESTATES

**THIRD AMENDMENT TO  
EMPLOYMENT AGREEMENT**

**RECITALS**

- A. EMPLOYEE and CITY entered into an EMPLOYMENT AGREEMENT as of July 1, 2002.
- B. Said AGREEMENT, among other things, establishes the form and amount of compensation payable by CITY to EMPLOYEE.
- C. CITY has undertaken the annual performance evaluation of EMPLOYEE for the year ending June 30, 2005, as required by said AGREEMENT.
- D. CITY and EMPLOYEE agree, based upon the annual performance evaluation, to adjust EMPLOYEE'S compensation and to make other changes in the manner described below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

That EMPLOYMENT AGREEMENT entered into between CITY and EMPLOYEE as of July 1, 2002, is hereby amended in the following particulars only:

The first sentence of Paragraph A of Section 4 is hereby amended to read as follows:

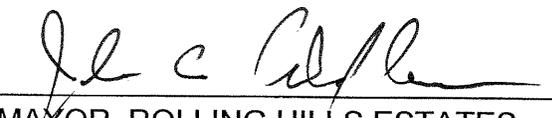
*"Salary. CITY agrees to pay EMPLOYEE for the services required by this AGREEMENT a monthly base salary of \$12,913 (twelve thousand nine hundred thirteen dollars) payable in accordance with the CITY'S general payroll schedule."*

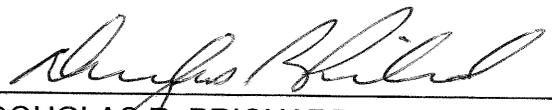
All other terms and conditions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT to said EMPLOYMENT AGREEMENT effective as of July 1, 2005.

CITY:

EMPLOYEE:

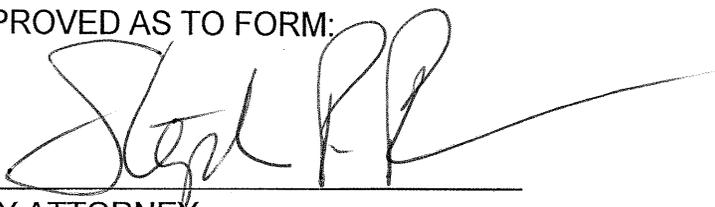
  
\_\_\_\_\_  
MAYOR, ROLLING HILLS ESTATES

  
\_\_\_\_\_  
DOUGLAS R. PRICHARD

ATTEST:

  
\_\_\_\_\_  
DEPUTY CITY CLERK  
ROLLING HILLS ESTATES

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY  
ROLLING HILLS ESTATES

**FOURTH AMENDMENT TO  
EMPLOYMENT AGREEMENT**

**RECITALS**

- A. EMPLOYEE and CITY entered into an EMPLOYMENT AGREEMENT as of July 1, 2002.
- B. Said AGREEMENT, among other things, establishes the form and amount of compensation payable by CITY to EMPLOYEE.
- C. CITY has undertaken the annual performance evaluation of EMPLOYEE for the year ending June 30, 2006, as required by said AGREEMENT.
- D. CITY and EMPLOYEE agree, based upon the annual performance evaluation, to adjust EMPLOYEE'S compensation and to make other changes in the manner described below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

That EMPLOYMENT AGREEMENT entered into between CITY and EMPLOYEE as of July 1, 2002, is hereby amended in the following particulars only:

The first sentence of Paragraph A of Section 4 is hereby amended to read as follows:

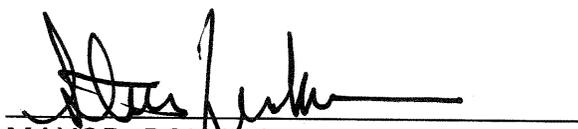
*"Salary. CITY agrees to pay EMPLOYEE for the services required by this AGREEMENT a monthly base salary of \$13,559 (thirteen thousand five hundred fifty nine dollars) payable in accordance with the CITY'S general payroll schedule."*

All other terms and conditions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT to said EMPLOYMENT AGREEMENT effective as of July 1, 2006.

CITY:

EMPLOYEE:

  
\_\_\_\_\_  
MAYOR, ROLLING HILLS ESTATES

  
\_\_\_\_\_  
DOUGLAS R. PRICHARD

ATTEST:

  
\_\_\_\_\_  
DEPUTY CITY CLERK  
ROLLING HILLS ESTATES

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY  
ROLLING HILLS ESTATES

**FIFTH AMENDMENT TO  
EMPLOYMENT AGREEMENT**

**RECITALS**

- A. EMPLOYEE and CITY entered into an EMPLOYMENT AGREEMENT as of July 1, 2002.
- B. Said AGREEMENT establishes the form and amount of compensation payable by CITY to EMPLOYEE.
- C. CITY has undertaken the annual performance evaluation of EMPLOYEE for the year ending June 30, 2007, as required by said AGREEMENT.
- D. CITY and EMPLOYEE agree, based upon the annual performance evaluation, to adjust EMPLOYEE'S compensation in the manner described below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

That EMPLOYMENT AGREEMENT entered into between CITY and EMPLOYEE as of July 1, 2002, is hereby amended in the following particulars only:

The first sentence of Paragraph A of Section 4 is hereby amended to read as follows:

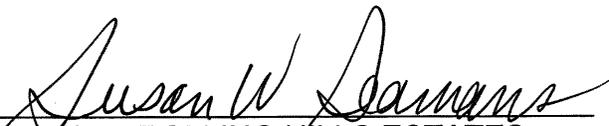
“Salary. CITY agrees to pay EMPLOYEE for the services required by this AGREEMENT a monthly base salary of \$14,237.00 (fourteen thousand two hundred thirty seven dollars) payable in accordance with the CITY'S general payroll schedule.”

All other terms and conditions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this FIFTH AMENDMENT to said EMPLOYMENT AGREEMENT effective as of July 1, 2007.

CITY:

EMPLOYEE:

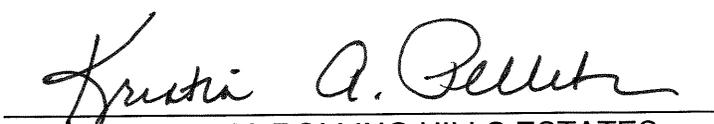
  
\_\_\_\_\_  
MAYOR, ROLLING HILLS ESTATES

  
\_\_\_\_\_  
DOUGLAS R. PRICHARD

ATTEST:

  
\_\_\_\_\_  
DEPUTY CITY CLERK, ROLLING HILLS ESTATES

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY, ROLLING HILLS ESTATES

**SIXTH AMENDMENT TO  
EMPLOYMENT AGREEMENT**

**RECITALS**

- A. EMPLOYEE and CITY entered into an EMPLOYMENT AGREEMENT as of July 1, 2002.
- B. Said AGREEMENT establishes the form and amount of compensation payable by CITY to EMPLOYEE.
- C. CITY has undertaken the annual performance evaluation of EMPLOYEE for the year ending June 30, 2008, as required by said AGREEMENT.
- D. CITY and EMPLOYEE agree, based upon the annual performance evaluation, to adjust EMPLOYEE'S compensation in the manner described below.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

That EMPLOYMENT AGREEMENT entered into between CITY and EMPLOYEE as of July 1, 2002, is hereby amended in the following particulars only:

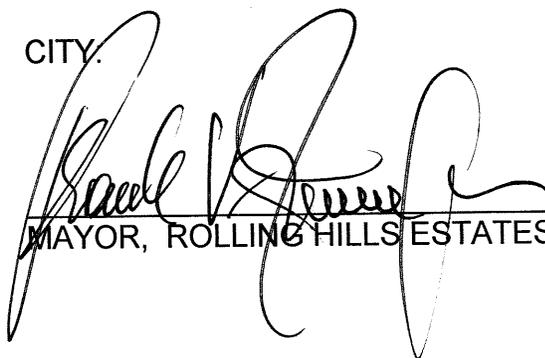
The first sentence of Paragraph A of Section 4 is hereby amended to read as follows:

“Salary. CITY agrees to pay EMPLOYEE for the services required by this AGREEMENT a monthly base salary of \$14,949.00 (fourteen thousand nine hundred forty nine dollars) payable in accordance with the CITY'S general payroll schedule.”

All other terms and conditions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this SIXTH AMENDMENT to said EMPLOYMENT AGREEMENT effective as of July 1, 2008.

CITY:

  
\_\_\_\_\_  
MAYOR, ROLLING HILLS ESTATES

EMPLOYEE:

  
\_\_\_\_\_  
DOUGLAS R. PRICHARD

ATTEST:

  
\_\_\_\_\_  
DEPUTY CITY CLERK, ROLLING HILLS ESTATES

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY ATTORNEY, ROLLING HILLS ESTATES