

**AMENDMENT NO. 4
TO AMEND EMPLOYMENT AGREEMENT BETWEEN
CITY OF BRENTWOOD AND THE CITY MANAGER**

THIS AMENDMENT NO. 4, entered into on July 1, 2023 (Effective Date), amends the Employment Agreement dated January 28, 2020 (the "Agreement"), by and between the City of Brentwood, a municipal corporation of the State of California ("City" or "Employer"), and Tim Y. Ogden, ("Employee") (collectively, the "Parties").

- A. Effective November 18, 2020, the Parties agreed to Amendment No. 1 to the Agreement, which revised Employee's compensation and removed provisions that were no longer in effect. (Resolution No. 2020-145 adopted on November 17, 2020)
- B. Effective July 1, 2021, the Parties agreed to Amendment No. 2 to the Agreement, which revised Employee's compensation. (Resolution No. 2021-139 adopted on October 26, 2021)
- C. Effective June 14, 2022, the Parties agreed to Amendment No. 3 to the Agreement as it relates to salary compaction. (Resolution 2022-80 adopted on June 14, 2022)
- D. The parties now desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Employee agree as follows:

- 1. Section 3.1 of the Agreement is amended in its entirety to read as follows:

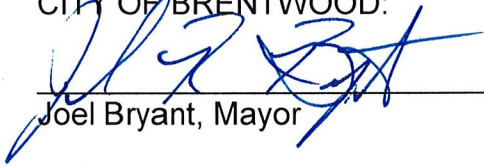
"3.1 Employer agrees to compensate Employee for services rendered under this Agreement at an annual salary of two hundred eighty-seven thousand two hundred forty-three dollars (\$287,243), as may be adjusted, from time to time, in accordance with Section 3.2 of this Agreement, or as this Agreement may be amended. Any upward salary adjustments made based on this section will be approved by the City Council at a public meeting. Such salary will be paid in installments on the Employer's normal paydays and in accordance with the Employer's normal pay practices and will be subject to customary withholding for taxes and other required or authorized deductions."

2. Section 4.6 of the Agreement is amended to utilize the vacation buyback program consistent with Department Directors:

"4.6. Employee's tenure and long career in public service has been considered to determine the accrual rate for vacation leave. As a result, Employee's vacation accrual rate will be based on an annual accrual rate of two hundred seven and ninety-six hundredths (207.96) hours. Employee will not accrue hours in excess of three hundred and twelve (312) hours in Employee's vacation bank. Employee will be permitted to participate in the vacation buyback program available to the Department Directors. Employee will provide notice of the use of any vacation leave to the City Council in advance. Employee will be paid for any unused accrued vacation hours upon termination of employment for whatever reason."

3. Except as amended herein, all provisions of the Agreement, as previously amended, shall remain in full force and effect.

CITY OF BRENTWOOD:



Joel Bryant, Mayor

EMPLOYEE:



Tim Y. Ogden, City Manager

ATTEST:



Margaret Wimberly, City Clerk

APPROVED AS TO FORM:



Timothy L. Davis, Special Counsel for City of Brentwood

**AMENDMENT NO. 3
TO EMPLOYMENT AGREEMENT BETWEEN
CITY OF BRENTWOOD AND THE CITY MANAGER**

THIS AMENDMENT NO. 3, entered into on June 14, 2022 (Effective Date), amends the Employment Agreement dated January 28, 2020 (the "Agreement"), by and between the City of Brentwood, a municipal corporation of the State of California ("City" or "Employer"), and Tim Y. Ogden, ("Employee") (collectively, the "Parties").

RECITALS

A. Effective November 18, 2020, the Parties agreed to Amendment No. 1 to the Agreement, which revised Employee's compensation and removed provisions that were no longer in effect.

B. Effective July 1, 2021, the Parties agreed to Amendment No. 2 to the Agreement, which revised Employee's compensation, effective July 1, 2021.

C. The Parties now desire to amend the Agreement as it relates to salary compaction.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Employee agree as follows:

1. Section 3.1 of the Agreement is amended in its entirety to read as follows:


"3.1 Employer agrees to compensate Employee for services rendered under this Agreement at an annual salary of two hundred seventy-three thousand five hundred sixty-five dollars (\$273,565.00), as may be adjusted, from time to time, in accordance with Section 3.2 of this Agreement, or as this Agreement may be amended. Any upward salary adjustments made based on this section will be approved by the City Council at a public meeting. Such salary will be paid in installments on the Employer's normal paydays and in accordance with the Employer's normal pay practices and will be subject to customary withholding for taxes and other required or authorized deductions."

2. Except as amended herein, all provisions of the Agreement, as previously amended, shall remain in full force and effect.

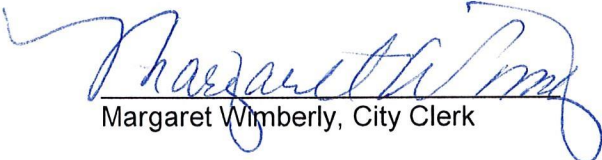
CITY OF BRENTWOOD


Joel R. Bryant, Mayor

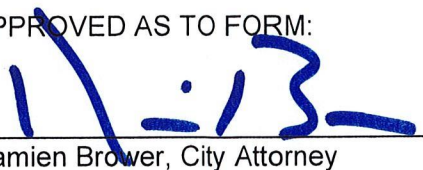
EMPLOYEE


Tim Y. Ogden, City Manager

ATTEST:


Margaret Wimberly, City Clerk

APPROVED AS TO FORM:


Damien Brower, City Attorney

**SECOND AMENDMENT TO THE JANUARY 28, 2020,
AMENDED CITY MANAGER EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF BRENTWOOD AND TIM OGDEN**

1. PARTIES AND EFFECTIVE DATE

The parties to this Second Amendment ("Second Amendment") to the January 28, 2020, Amended City Manager Employment Agreement ("Employment Agreement") are the City of Brentwood ("City") and Tim Ogden ("Employee"), and the effective date of this Second Amendment will be July 1, 2021.

2. PURPOSE

The City and Employee desire to amend the Employment Agreement as set forth below.

3. AMENDMENTS

Section 3.1 of the Employment Agreement is hereby amended in its entirety to read as follows:

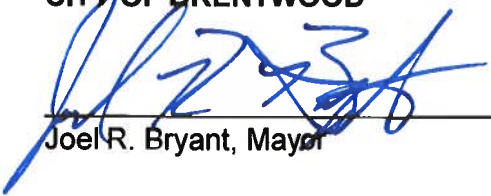
COMPENSATION

3.1 Employer agrees to compensate Employee for services rendered under this Agreement at an annual salary of two hundred seventy-three thousand five hundred sixty-five dollars (\$273,565.00), as may be adjusted, from time to time, in accordance with Section 3.2 of this Agreement, or as this Agreement may be amended. Further, Employee shall be compensated a minimum 5% salary compaction above the highest paid Department Director of the City. Any upward salary adjustments made based on this provision will be approved by the City Council at a public meeting. Such salary will be paid in installments on the Employer's normal paydays and in accordance with the Employer's normal pay practices and will be subject to customary withholding for taxes and other required or authorized deductions.

4. FULL FORCE AND EFFECT

Except as specifically modified herein, all remaining terms and obligations set forth in the Employment Agreement, as amended from time to time, will remain in full force and effect.

**EMPLOYER:
CITY OF BRENTWOOD**



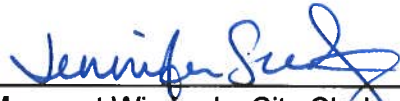
Joel R. Bryant, Mayor

EMPLOYEE:




Tim Y. Ogden, City Manager

Attest:



For: Margaret Wimberly, City Clerk

Approved as to Form:



Timothy L. Davis,
Special Counsel for City of Brentwood

**FIRST AMENDMENT TO THE JANUARY 28, 2020
CITY MANAGER EMPLOYMENT AGREEMENT
Between
CITY OF BRENTWOOD AND TIM OGDEN**

1. PARTIES AND EFFECTIVE DATE

The parties to this First Amendment to the January 28, 2020 City Manager Employment Agreement are the City of Brentwood ("City") and Tim Ogden ("Employee") and the effective date of this First Amendment to the January 28, 2020 City Manager Employment Agreement ("First Amendment") shall be November 18, 2020.

2. PURPOSE

The parties have previously entered into a City Manager Employment Agreement between the City of Brentwood and Tim Ogden ("Employment Agreement") effective as of February 3, 2020. The City and Employee hereby desire to amend the Employment Agreement as set forth below.

3. AMENDMENT

Sections 3.1 and 3.2 of the Employment Agreement is hereby amended to read in its entirety as follows:

COMPENSATION

3.1 Employer agrees to compensate Employee for services rendered under this Agreement at an annual salary of two hundred fifty-nine thousand five hundred dollars (\$259,500), as may be adjusted, from time to time, in accordance with Section 3.2 of this Agreement, or as this Agreement may be amended. Further, Employee shall be compensated a minimum 3% salary compaction above the highest paid Department Director through June 30, 2021, and a minimum of 5% salary compaction thereafter. Salary compaction calculation shall include any incentive pays provided to Department Directors. Any upward salary adjustments made based on this provision will be approved by the City Council at a public meeting. Such salary will be paid in installments on the Employer's normal paydays and in accordance with the Employer's normal pay practices and will be subject to customary withholding for taxes and other required or authorized deductions.

3.2 Employer and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 7.1 of this Agreement. Such annual salary review will include consideration of those benefits to Employee under this Agreement. The City Council may, but is not required to, consider or approve cost of living increases, merit increases, or other compensation enhancement in conjunction with the annual salary review. Management Incentive Pay in the amount of one hundred thirty-two (132) hours annually shall be distributed

evenly in the Employee's paycheck and shall be incorporated in the PERS compensation and contribution calculation as permitted in California Section 571 Definition of Special Compensation.

Sections 5.3 and 5.4 of the Employment Agreement is hereby removed in its entirety as follows:

EXPENSE REIMBURSEMENT

- 5.3 Relocation Assistance is removed from the employment agreement.
- 5.4. Housing Allowance is removed from the employment agreement.

4. FULL FORCE AND EFFECT

Except as specifically modified herein, all remaining terms and obligations set forth in the Employment Agreement between the City of Brentwood and Employee shall remain in full force and effect.

CITY OF BRENTWOOD:



Robert Taylor, Mayor



Joel Bryant, Vice-Mayor



Johnny Rodriguez, Councilmember



Karen Rarey, Councilmember



Claudette Staton, Councilmember

EMPLOYEE:




Tim Y. Ogden, City Manager

ATTEST:


Margaret Wimberly, City Clerk

APPROVED AS TO FORM:


Timothy L. Davis, Special Counsel for City of Brentwood

This Agreement is made and entered into this 28th day of January, 2020 by and between the City of Brentwood, a municipal corporation (hereinafter referred to as "City" or "Employer"), and Tim Ogden (hereinafter referred to as "Employee"), (collectively, the "Parties").

RECITALS

A. Employer desires to retain the services of Employee as the City Manager of the City of Brentwood.

B. The City Council desires to provide certain benefits, establish certain conditions of employment, and establish working conditions for Employee.

C. Employee desires to serve as City Manager under this Agreement's terms and conditions.

D. Employee represents that Employee is willing and qualified to provide such services to City.

E. Employee and representatives of the City Council have discussed, and reached agreement on the Employee's benefits for Fiscal Year 2019/2020.

F. In consideration of this Agreement's respective mutual covenants and promises and the faithful performance of the terms and conditions set forth below, the Parties agree as follows:

1. DUTIES

1.1 Employer agrees to retain the services of Employee as City Manager to perform the functions and duties specified in Chapter 2.36 of the City Municipal Code and to perform other legally permissible and proper duties and functions as designated by the City Council from time to time.

1.2 Employee may exercise only those powers expressly granted to Employee as City Manager through the City Municipal Code, any Resolution, or any minute action of the City Council.

1.3 Employee will conscientiously, ethically, and loyally perform all of the duties of the City Manager as required by the terms of this Agreement, the City Municipal Code, the California Government Code, and as directed by the City Council.

1.4 Employee will devote Employee's energy, skill, ability, attention, and productive time to the performance of the City Manager's duties. Employee understands that this will require Employee to devote Employee's entire work time to discharge the duties of City Manager.

1.5 Employee will not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that might cause a conflict of interest with the Employer or that might otherwise interfere with the business or operations of the City or the satisfactory performance of Employee's duties.

2. TERM

2.1 Employee will commence services at 8:00 a.m. Pacific Standard time on February 3, 2020, which will also be deemed the effective date of this Agreement. This Agreement will not be effective unless and until Employee actually reports for duty on February 3, 2020.

2.2 The term of this Agreement will commence on February 3, 2020, and continue in effect until terminated pursuant to Section 8.0 of this Agreement.

3. COMPENSATION

3.1 Employer agrees to compensate Employee for services rendered under this Agreement at an annual salary of two hundred forty-six thousand nine hundred dollars (\$246,900), as may be adjusted, from time to time, in accordance with Section 3.2 of this Agreement, or as this Agreement may be amended. Further, Employee shall be compensated a minimum 5% salary compaction above the highest paid Department Director. Any upward salary adjustments made based on this provision will be approved by the City Council at a public meeting. Such salary will be paid in installments on the Employer's normal paydays and in accordance with the Employer's normal pay practices and will be subject to customary withholding for taxes and other required or authorized deductions.

3.2 Employer and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 7.1 of this Agreement. Such annual salary review will include consideration of those benefits to Employee under this Agreement. The City Council may, but is not required to, consider or approve cost of living increases, merit increases, or other compensation enhancement in conjunction with the annual salary review.

3.3 Employer and Employee agree that an affirmative vote of three (3) members of the City Council will be required to effectuate any increase in salary or any compensation enhancement paid to Employee pursuant to this Agreement

4. BENEFITS

4.1 Except as otherwise provided in this Agreement, Employee will be eligible to participate in Employer benefit programs, including medical, dental, life insurance, and disability plans, including the Longevity Incentive Plan on the same terms as offered to the Department Directors. Adjustments to the eligible benefits provided to the Department Directors will also be afforded to Employee.

4.2 Employee will be eligible to participate in the CalPERS pension programs in accordance with the Public Employees' Retirement Law and the Public Employees' Pension Reform Act. So long as Employee qualifies as a "classic" member as determined by CalPERS, Employee will be eligible to participate in the City's 2% at 60 benefit formula for miscellaneous members and will be responsible for making the 7% employee contribution.

4.3 Employee may participate in Employer's deferred compensation plan according to the terms and conditions of the applicable plan documents, except that Employee will not be eligible to receive any Employer contribution to the deferred compensation plan.

4.4 Employee will be entitled to holidays to the same extent as the Department Directors, including two (2) floating holidays.

4.5 Employee will accrue and may use paid sick leave hours to the same extent as the Department Directors. Employee will not be eligible to cash out sick leave upon separation from employment except as provided under the terms of Council/Administrative Policy No. 20-12 as that Policy may be amended from time to time.

4.6 Employee's tenure and long career in public service has been considered to determine the accrual rate for vacation leave. As a result, Employee's vacation accrual rate will be based on an annual accrual rate of two hundred seven and ninety-six hundredths (207.96) hours, up to a maximum accrual of three hundred and twelve (312) hours. Upon commencement of employment, Employee shall be credited with 24 hours of vacation leave. Employee will not accrue hours in excess of three hundred and twelve (312) hours in Employee's vacation bank. Employee will be permitted to participate in the vacation buyback program available to the Department Directors, except that Employee may not buy-back more than 80 hours of vacation per year. Employee will provide notice of the use of any vacation leave to the City Council in advance. Employee will be paid for any unused accrued vacation hours upon termination of employment for whatever reason.

5. EXPENSE REIMBURSEMENT

5.1 Employer recognizes that Employee may incur certain expenses of a business-related nature. Unless stated otherwise in this Agreement, Employer agrees to reimburse or to pay such business-related expenses, including non-commuting travel if no city vehicle is available to be used, which are incurred and submitted according to the Employer's normal expense reimbursement procedures or such other procedure as may be designated by the City Council. To be eligible for reimbursement, all expenses must be supported by documentation meeting the Employer's normal requirements, submitted within time limits established by Employer and approved by the Mayor or designee.

5.2 Cellular Telephone: Employer agrees to provide Employee with a City-owned cellular telephone to be used for business purposes. Employee will not use the cellular phone for personal reasons, except that incidental personal use of the cellular phone is allowed.

5.3 Relocation Assistance: Employer agrees to pay up to (\$8,000.00) for Employee's relocation costs associated with moving within the boundaries of the East Contra Costa Fire Protection District, including packing and moving expenses. Employee shall submit invoices and/or receipts to Employer for reimbursement. Employee will be required to reimburse Employer for any relocation assistance paid by the Employer if Employee leaves employment within ninety (90) days of the effective date of this Agreement.

5.4 Housing Allowance: Employer agrees to provide Employee with a housing allowance in the amount of three thousand dollars (\$3,000) per month, as soon as Employee resides within the boundaries of the East Contra Costa Fire Protection District, for a period not to exceed six (6) months.

6. PROFESSIONAL ORGANIZATIONS

6.1 Employer agrees to budget and pay professional dues and subscriptions on behalf of Employee which are reasonably necessary for Employee's continued participation in national, regional, state or local associations, and organizations necessary and desirable for Employee's continued professional participation, growth and advancement or for the good of the Employer, including the International City Management Association, California City Manager Foundation, and League of California Cities.

6.2 Employer agrees to budget and pay the travel and subsistence expenses of Employee for official travel, meetings and occasions reasonably adequate to continue the professional development of Employee, including but not limited to, the annual conference of the International City Management Association, California City Manager Foundation, and the League of California Cities. Employee will be responsible for complying with the Employer's travel and expense reimbursement policies, including providing copies of all receipts, and will not receive more than the maximum reimbursements provided under those policies.

7. PERFORMANCE EVALUATION

7.1 Employer and Employee acknowledge that periodic performance evaluations are an important means by which Employer and Employee may ensure effective communications regarding expectations and performance. Toward this end, the City Council will review and discuss Employee's performance and set performance goals for Employee on an annual basis in or around July of each year commencing in 2020. Employee acknowledges and accepts the fact that the City Council has the right to schedule an evaluation session more frequently than once a year.

7.2 Employee will request and schedule the annual performance evaluation as appropriate under City Council agenda procedures or as otherwise directed by the City Council.

7.3 Upon the request of either Employer or Employee, City shall procure and cover the costs of a professional facilitator of the annual performance evaluation process.

8. TERMINATION OF EMPLOYMENT

Notwithstanding anything in this Agreement to the contrary, the term of this Agreement may be terminated as follows:

8.1 Voluntary Resignation. Employee may resign at any time and agrees to give Employer at least thirty (30) days advance notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. During the thirty (30) day period subsequent to said written notice of resignation, Employee shall continue to discharge his duties as City Manager to the best of his ability, unless the City Council opts, in its sole discretion, to place Employee on paid leave during all or any portion of said thirty (30) day period. Employee will be entitled to the compensation and benefits accrued up to Employee's date of separation from employment.

8.2 Pursuant to City Municipal Code section 2.36.030, Employee will not be terminated from Employment either: (1) during the ninety (90) day period succeeding any general municipal election held in the City at which a member of the City Council is elected; or (2) during the ninety (90) day period succeeding the appointment of any member to the City Council. Nothing in this provision prohibits the placement of the City Manager on paid administrative leave during any period during which termination is prohibited under the City Municipal Code.

8.3 Termination Without Cause. Employee is an at-will employee serving at the pleasure of the City Council and the City Council may remove Employee at any time without cause by a 4/5ths vote of its members in accordance with City Municipal Code section 2.36.030, unless otherwise provided by law. If the City Council makes an initial determination to remove the Employee in a Closed Session noticed under the Brown Act as Employee Performance Evaluation, the Employee shall be furnished with a written notice stating the City Council's intention to remove him at least ten (10) days before the effective date of his removal and will conduct a subsequent Closed Session for a final determination. Upon termination of employment, Employee will be entitled to the compensation and benefits accrued up to Employee's date of separation from employment, and will receive six (6) months of severance pay and up to six (6) months city paid COBRA benefits for Employee and his dependents, consistent with California Government Code section 53260(a).

8.4 Termination for Good Cause. Employee is an at-will employee serving at the pleasure of the City Council and the City Council may remove Employee at any time for Good Cause by a 4/5ths vote of its members in accordance with City Municipal Code section 2.36.030, unless otherwise provided by law. Severance pay will not apply unless otherwise mutually agreed upon. In no event will any severance be due under this Agreement if the City determines that the Employee engaged in fraud, misappropriation of funds or any other illegal fiscal practice during the course and scope of employment with the City. If the City Council makes an initial determination to remove the Employee in a Closed Session noticed under the Brown Act as Employee Performance Evaluation, the Employee shall be furnished with a written notice stating the City Council's intention to remove him at least ten (10) days before the effective date of his removal and will conduct a subsequent Closed Session for a final determination. For purposes of this Agreement, Good Cause for termination shall mean only the following:

- a) Employee's death, mental incapacity or inability to perform his duties hereunder due to physical or mental disability, for a period of sixty (60) days, as determined by a mutually agreed upon medical doctor;
- b) Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or Employee's reputation;
- c) Proven failure of the Employee to observe or perform any of his duties and obligations, if that failure continues for a period of thirty business days from the date of his receipt of notice from the Employer specifying the acts or omissions deemed to amount to that failure;
- d) If the Employee engages in fraud, misappropriation of funds or other illegal fiscal practice in the course and scope of employment with the City;

e) In accordance with City Municipal Code section 2.36.020, and no later than one year from the reporting date contained in Section 2.1, Employee agrees to reside within the boundaries of the East Contra Costa Fire Protection District, as those boundaries existed on September 23, 2014. In the event that Employee is unable to obtain residency within the boundaries of the District within this one year time limit, the City Council may, upon a showing of the Employee's good faith efforts to satisfy this requirement, extend the period of time to satisfy this residency requirement. Failure to demonstrate good faith or to satisfy the terms of this provision will constitute grounds to terminate Employee.

8.5 Regardless of the reason for voluntary resignation or termination, the Employer and Employee agree that no member of the City Council, Department Director, or Employee, shall make any written, oral or electronic statement to any member of the public, the press, or any city employee concerning the Employee's termination except in the form of a joint press release or statement, the content of which is mutually agreeable to the Employer and Employee.

9. MISCELLANEOUS

9.1 Indemnification: Employer will defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged negligent act or omission occurring in the performance of Employee's duties in accordance with the provisions of California Government Code section 810 et seq. In its sole discretion, Employer may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

Pursuant to Government Code section 53243, et seq., if Employee is convicted of a crime involving an abuse of his office or position, all of the following will apply upon final conviction: (1) if Employee is provided with administrative leave pay pending an investigation, Employee will be required to fully reimburse such amounts paid; (2) if the City, in its discretion, pays for the criminal legal defense of Employee, Employee will be required to fully reimburse such amounts paid; and (3) if Employee is provided with any severance pay and/or settlement pay, Employee will be required to reimburse such pay. For purposes of this Section, "abuse of office or position" will be as defined under California Government Code section 53243.4.

9.2 Bond: Employee will furnish a corporate security bond in the amount of one hundred thousand dollars (\$100,000.00) from a qualified surety for the faithful performance of the duties imposed on Employee as City Manager. The premium for such bond will be paid for by Employer.

9.3 Notices: Any notices to be given hereunder by either party to the other will be in writing and be transmitted by personal delivery or by mail, postage prepaid, addressed as follows:

To Employer:

City Clerk
City of Brentwood
150 City Park Way
Brentwood, CA 94513

To Employee:

Tim Ogden
Address on File with City Clerk

Notices delivered personally will be deemed communicated as of the date of actual receipt. Notices delivered by mail will be deemed communicated as of the date of postmark.

9.4 Entire Agreement: This Agreement constitutes the entire agreement between the parties and contains all agreements between them with respect to the subject matter thereof. It also supersedes any and all other agreement or contracts, either oral or written, between the parties with respect to the subject matter hereof.

9.5 Amendments: Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual written agreement of the Parties.

9.6 Binding Effect: This Agreement will be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

9.7 Severability: The invalidity or unenforceability of any provision of this Agreement will not affect its other provisions, and other provisions of this Agreement will be construed in all responses as if such invalid or unenforceable provision(s) had been omitted.

9.8 Governing Law: This Agreement will be governed and enforced according to the laws of the State of California.

9.9 Attorneys' Fees and Costs: Each party will bear its/his own costs including attorneys' fees in connection with the negotiation and execution of this Agreement. If either party commences any legal proceeding against the other party with respect to any of the terms and conditions of this Agreement, the non-prevailing party will pay the prevailing party all expenses of those proceedings, and any appeal thereof, including reasonable attorneys' fees, and all attorneys' fees, costs and expenses incurred in collecting or executing on any judgment, order or award.

9.10 Necessary Acts: The Parties agree to perform any further acts and execute and deliver any further documents, which may be reasonably necessary to carry out the provisions of this Agreement.

9.11 Failure to Act: No failure to exercise and no delay in exercising any right, remedy or power set forth in this Agreement will operate as a waiver to the exercise of that right, remedy or power in the future.

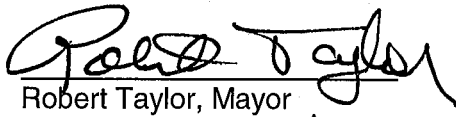
9.12 Ambiguities and Uncertainties: This Agreement and any ambiguities or uncertainties herein, or the documents referenced herein, will be equally and fairly interpreted and construed without reference to the identity of the party preparing this document or the documents referred to herein, on the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement and the documents referred to herein, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code section 1654 and any successive or amended statement providing that in cases of uncertainty, language or a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

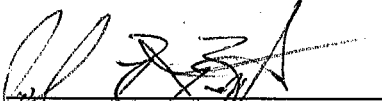
9.13 Execution: Employer and Employee may execute separate copies of this Agreement, but those separate copies will constitute one agreement and each signed copy will be fully effective as if it were a single original document. A facsimile or Adobe portable document format ("pdf") copy of this Agreement will be as effective as an original.

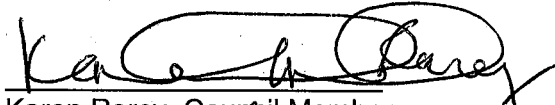
9.14 Employee's Independent Review: Employee agrees and acknowledges Employee has had an opportunity to consult legal counsel in regard to this Agreement, that Employee has read and understands this Agreement, that Employee is fully aware of its legal effect, and that Employee has entered into it freely and voluntarily and based on Employee's own judgment and not on any representation or promises other than those contained in this Agreement.

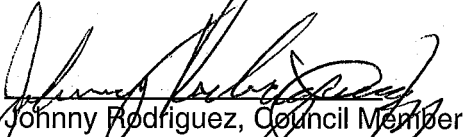
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the date and year first above written.

CITY OF BRENTWOOD:


Robert Taylor, Mayor

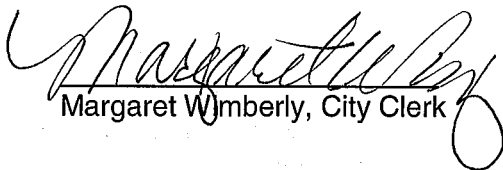

Joel Bryant, Vice-Mayor


Karen Rarey, Council Member

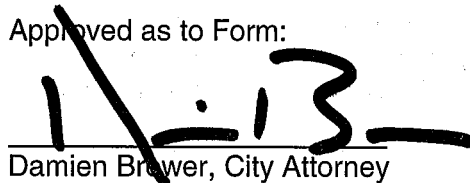

Johnny Rodriguez, Council Member


Claudette Staton, Council Member

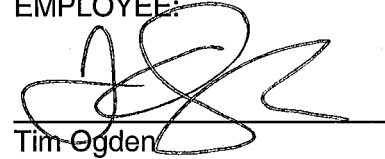
Attest:


Margaret Wimberly, City Clerk

Approved as to Form:


Damien Brewer, City Attorney

EMPLOYEE:


Tim Ogden