

City of Richmond – City Manager Employment Agreement

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CITY OF RICHMOND CITY MANAGER EMPLOYMENT AGREEMENT

This CITY OF RICHMOND CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement"), is made and entered in to this day of April 5, 2022, by and between the CITY OF RICHMOND, CALIFORNIA AND ITS SUBORDINATE ENTITIES, a municipal corporation (hereinafter called "Employer" or "City"), and SHASA CURL (herein after called "Employee"), an individual, who by this Agreement will be appointed to the office of City Manager to perform the duties thereof for the City and its subordinate entities. This Agreement is made with reference to the following:

WHEREAS, it is the desire of the City Council of the City of Richmond (hereinafter the "City Council") to employ an individual to serve in the position of City Manager, which position is prescribed by state law and the City's Charter; and

WHEREAS, Article IV, Section 1 of the City's Charter provides that "[t]he City Manager shall be chosen by the Council solely on the basis of [her] executive and administrative qualifications with special reference to [her] actual experience in, or [her] knowledge of, accepted practice in respect to the duties of [her] office. . ."; and

WHEREAS, Employee has extensive experience providing professional services to the City. Employee began her career in the city of Richmond in 2003, with the Richmond Community Redevelopment Agency. Prior to Richmond, she worked at the San Jose Redevelopment Agency. Ms. Curl has been serving in the Richmond City Manager's Office since 2011 in various leadership roles and capacities including Deputy City Manager - Economic Development, Community & Economic Development Director, and Administrative Chief; and

WHEREAS, since November 23, 2021, Employee has served as the City's Interim City Manager, and Employee's performance as Interim City Manager demonstrated that she has the executive and administrative qualifications to serve as the City's City Manager; and

WHEREAS, based on Employee's executive and administrative qualifications and ability, the City Council desires to employ Employee to serve as the City Manager for the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of City Manager professional services to the City; and

WHEREAS, the parties wish to establish the terms and conditions of Employee's provision of City Manager professional services to the City through this Agreement; and

WHEREAS, in consideration of the foregoing, the Parties agree as follows:

ARTICLE I

Section 1.01 Term

The term of this Agreement shall be for the period of three (3) years from April 6, 2022 to April 5, 2025.

In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns or is terminated per the terms set forth in this Agreement.

Section 1.02: Duties and Authority

- A. Employer agrees to employ Shasa Curl as City Manager to perform the functions and duties specified in the City of Richmond charter and municipal code and to perform other legally permissible and proper duties and functions as assigned by Employer. Employer reserves the right to amend the job duties and/or job description for City Manager, as it deems necessary and appropriate, without requiring Employee's acquiescence or an amendment of this Agreement. However, Employer may not reassign Employee to another position in the absence of Employee's express written consent to such assignment. Employer shall not unreasonably interfere with Employee's performance of duties.
- B. Employee shall be the chief executive officer of the Employer and faithfully perform Employee's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives, state, local, and federal laws, Employer policies, rules, and ordinances as they exist or may hereafter be amended.
- C. Employee shall attend all meetings of Employer's governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation, unless otherwise prohibited by applicable law, regulation, lawful governing body directive, or Employer's agreement with any other person.
- D. Employer will strive to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of services pursuant to this Agreement.
- E. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by Employer's governing body, while presenting information and recommendations that allow for fully informed policy decisions that both address immediate needs and anticipate future conditions.

Section 1.03: Ethical Commitments

The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions shall comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA), unless otherwise inconsistent with law, and the ethics rules, regulations, and laws of the State of California. The ICMA Code of Ethics can be found on the ICMA website, www.icma.org.

Section 1.04: Nature of Employment

- A. Upon appointment to the City Manager position, Employee shall serve at the will and pleasure of the City Council and understands that she shall be an "at-will" employee. The Employer may terminate Employee at any time as provided in this Agreement with or without cause.
- B. Employee understands, acknowledges and agrees that she is excluded from the City's Classified Service pursuant to Article XIII, Section 3(a)(3) of the City Charter.
- C. Employee agrees that the position of City Manager is that of an exempt employee for the purposes of the Fair Labor Standards Act ("FLSA").

ARTICLE II

Compensation and Benefits

Section 2.01: Compensation

- A. **Base Salary.** Employer agrees to pay Employee an annual base salary of \$295,000.00 payable in installments at the same time that the other executive employees of the Employer are paid. Such salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs as determined by the City.
- B. **Increases to Base Salary.** Effective the pay period including January 1, 2023, Employee shall be provided a base salary increase to the pay rate in effect before such increase takes effect that is the greater of: i) 5.0% or ii) the 12-month percentage change for the Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco Area as measured in October of the prior year. Effective the pay period including January 1, 2024, Employee shall be provided a base salary increase to the pay rate in effect before such increase takes effect that is the greater of: i) 4.0% or ii) the 12-month percentage change for the CPI-U for the San Francisco Area as measured in October of the prior year. Effective the pay period including January 1, 2025, Employee shall be provided a base salary increase to the pay rate in effect before such increase takes effect that is the greater of: i) 4.0% or ii) the 12-month percentage change for the CPI-U for the San Francisco Area as measured in October of the prior year.

- C. The statement of the schedule of increases above shall not be deemed a right to receive compensation or such increases after any date of termination whether voluntary or involuntary, other than the severance stated in Article V herein. Upon the performance of the annual review or such other time as Employer may determine, Employer may, in its discretion, provide additional compensation to that stated above. Such adjustments, if any, shall require amendment to this Agreement.

Section 2.02: Health, Disability and Life Insurance

- A. The Employer agrees to provide and to pay the premiums for medical, vision, and dental insurance for the Employee at a level that is equal to the highest benefit schedule provided to any group of exempt City management employees.
- B. The Employer agrees to provide and to pay the premiums for disability insurance coverage for Employee at a level that is equal to the highest benefit schedule provided to any group of exempt City management employees.
- C. The Employer agrees to provide and to pay the premiums for life insurance coverage for Employee at a level that is equal to two times Employee's salary.

Section 2.03: Vacation and Sick Leave

- A. Employee shall be eligible to accrue and use sick leave and vacation leave on an annual basis at a rate that is equal to the highest benefit schedule provided to any group of exempt City management employees, and under the same rules and provisions applicable to other exempt City management employees. However, for the purposes of vacation, the vacation accruals and vacation caps will be equal to an exempt City management employee who has worked for the City for 30 or more years.
- B. Vacation leave sell back. Employee shall be have the option to sell back up to fifteen (15) workdays of accumulated vacation time each calendar year. The rules applicable to such leave sell back shall be the same as applicable to other exempt City management employees.
- C. Sick leave sell back. Provided Employee has used five (5) days or less of sick leave during the preceding calendar year, she may elect to receive pay for twenty-five percent (25%) of the sick leave earned during the preceding calendar year less the amount of such leave used during the same period. At Employee's option, such pay for unused sick leave may be converted to equivalent vacation time. Employee shall express her preference by written request to the Director of Finance no later than January 15 each year, and payment will occur no later than February 15 each year. If Employee elects to receive payment in cash or vacation time, her sick leave balance shall be reduced by the amount paid off in cash or converted to vacation. Sick leave not converted to vacation or cash will remain on the employee's credit. Sick leave shall have no cash-out value except as provided in this Section 2.03(C).

Section 2.04: Automobile Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Five Hundred Dollars (\$500) per month, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly allowance shall be increased annually by the San Francisco area CPI-U. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expense's attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 2.05: Retirement

Subject to the Public Employees' Retirement law and the Employer's contract with the California Public Employees' Retirement System ("CalPERS"), Employee shall continue to be enrolled in membership with CalPERS. Employee shall be responsible for the full member contribution. The Employer shall be responsible for the employer contribution.

Section 2.06: Deferred Compensation and FSA Contributions

- A. The Employer will contribute the amount of \$20,500 to Employee's IRC 457 plan annually on _____. Such contribution shall be subject to any applicable federal and state laws, regulations, and limits. Employee shall be solely responsible and liable for the satisfaction of all taxes and/or penalties that may be imposed on or for the account of Employee in connection with this contribution (including any taxes and penalties), and the Employer shall have no obligation to indemnify or otherwise hold Employee (or any beneficiary of Employee) harmless from any or all of such taxes or penalties.
- B. The Employer will also make the following contributions annually on _____.
 - i) \$2,850 to FSA Health Care and ii) \$5,000 to FSA Dependent Care. Such contribution shall be subject to any applicable federal and state laws, regulations, and limits. Employee shall be solely responsible and liable for the satisfaction of all taxes and/or penalties that may be imposed on or for the account of Employee in connection with these contributions (including any taxes and penalties), and the Employer shall have no obligation to indemnify or otherwise hold Employee (or any beneficiary of Employee) harmless from any or all of such taxes or penalties.

Section 2.07: Miscellaneous Benefits

Except as otherwise provided in this Agreement, the Employee will receive benefits, including fringe benefits, at a level that is equal to the highest benefit schedule provided to any group of exempt City management employees. The same rules, limitations, terms and conditions applicable to the benefits for such exempt City management employees will also apply to Employee.

Section 2.08: General Business Expenses

- A. Employer agrees to budget and pay for professional dues, including but not limited to ICMA, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
- B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to ICMA and League of California Cities annual, regional, and affiliate conferences.
- C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Employer shall not require Employee to use vacation leave when participating in professional development activities.
- E. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business use, a laptop computer, software, mobile phone and/or tablet computer required for the Employee to perform her duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall remain the property of the Employer.
- F. The foregoing provisions in this Section shall be subject to the budgeting and approval of the Employer.

Section 2.09: Bonding

Consistent with Article IV, Section 4 of the City's Charter, the City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or as the Council may deem proper.

ARTICLE III

General Work Conditions

Section 3.01: Performance Evaluation

- A. Employer shall annually review, within 60 days of each anniversary of the effective date of this Agreement, the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee and shall use an outside facilitator

at the discretion of either the City Council or the City Manager to be paid for by the Employer.

- B. The annual evaluation process, at a minimum, must include the opportunity for both parties to:
 - 1) conduct a formulary session where the Employer and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period,
 - 2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year,
 - 3) next meet and discuss the written evaluation of these goals and objectives, and
 - 4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.
- C. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in closed session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content or substance of the Employee's evaluation with their respective legal counsel.
- D. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer, and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
- E. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

Section 3.02 Hours of Work

It is recognized that Employee is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the Employer. Employee acknowledges that proper performance of the duties of City Manager will require Employee to generally observe normal business hours, as set by the Employer and may be duly revised from time-to-time, and will also often require the performance of necessary services outside of normal business hours.

Section 3.03: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment and Employee shall focus her professional time, ability, and attention to Employer business during the term of this Agreement. However, recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, after prior approval from the Richmond City Council for each such engagement, the Employee may elect to accept limited teaching, consulting or other business opportunities.

ARTICLE IV

Employment Separation

Section 4.01: Termination by Employee

Employee may terminate this Agreement by providing a minimum of 60 days' notice of Employee's voluntary resignation subject to any applicable requirements set forth by state or local law.

Section 4.02 Termination by Employer

- A. At-will Employee. Notwithstanding the Agreement term set forth in Section 1.01 above, Employee is an at-will employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing, including any so-called due process pre-disciplinary "Skelly" hearing. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employer to terminate the services of Employee at any time, with or without cause, and for any reason, by a majority vote of the entire City Council, subject only to the provisions set forth in this Agreement.
- B. Termination by Employer for Cause. The Employer may terminate this Agreement for cause at any time by providing Employee with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. In such event, Employer shall, if desired Employee, afford Employee a public name-clearing hearing before Council. Request for a name clearing hearing shall be made to the City Clerk within seven (7) days of Employee's receipt of notice of termination. For purposes of this Agreement, the term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: (1) breach of this Agreement; (2) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred; (3) résumé fraud or other acts of material dishonesty; (4) unauthorized absence or leave; (5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality); (6) conviction of a misdemeanor DUI or conviction of a felony under California law; (7) use or possession of illegal drugs; (8) theft or attempted theft; (9) violation of state law or the City's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules; (10) engaging in conduct tending to

bring embarrassment or disrepute to the City; (11) any illegal or unethical act involving personal gain; (12) significant financial mismanagement; (13) willful and intentional breach of duties, or failure or a pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council; (14) gross misfeasance or gross malfeasance; (15) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption); and (16) any similar cause. For any of the foregoing, the Employer may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the Employer terminates for cause this Agreement and the services of Employee hereunder, then the Employer shall have no obligation to pay severance as provided in Article V.

- C. Termination by City Without Cause. The City Council may terminate Employee with or without notice at any time without cause, including based upon management reasons, provided that the City Council shall provide Employee at least 60 days written notice of termination without cause.

Section 4.03 Waiver of Certain Discipline and Termination Rights

Employee expressly waives any rights afforded under City Charter (including Article XIII, Section 4 pertaining to restoration to previous grade in the Classified Service for removed officers in the Exempt Service), the City's Municipal Code, the City's personnel system or policies, and any rights afforded to Employee under State or Federal law, including Government Code §§ 54950 *et seq.* ("Brown Act"), to any form of pre- or post-discipline or termination hearing, appeal, or other administrative process pertaining to discipline, removal from office, or termination, except those rights Employee may have under the California or United States constitutions to a name-clearing hearing. Such rights waived under this Section include the right under the Brown Act (Government Code §54957(b)) to have complaints or charges against an employee heard in a public session upon Employee's request.

ARTICLE V

Severance

Section 5.01: Amount of Severance

- A. If the Employee is terminated without cause as provided in Section 4.02(C) above, then the Employer shall provide a severance payment equal to six (6) months of then-current base salary less applicable deductions (and excluding all benefits); provided, however, that Employee shall be entitled to an additional one (1) month of salary, for up to a total of no more than twelve (12) months of base salary, for each full year that Employee is engaged as the City Manager under this Agreement. The Employer shall also pay for the continuation of Employee's then current monthly premiums for medical, dental, and vision for the same period of time. Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a

provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to Employee shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the number of months provided in this Article V.) Pursuant to Government Code Section 53261, health benefits continuation payments provided pursuant to this section shall be subject to the same time limitation, and shall in any event automatically terminate when Employee finds other employment.

- B. This severance shall be paid in a lump sum or in a continuation of salary on the existing basis, at the Employee's option. However, the impacts of Employee's selection are subject to applicable local, state, and federal laws, including, but not limited to, the Public Employees' Retirement Law and IRS rules, regulations, and statutes.
- C. Upon separation, the Employee shall be compensated for all accrued vacation leave, and all paid holidays.

Section 5.02: Limits to Severance

- A. The severance rights provided in this Article shall constitute the sole and only entitlement of Employee with respect to severance; Employee expressly waives any and all other rights with respect to severance pay except as provided herein.
- B. Employee shall not be entitled to severance in the event of: (i) Employee's resignation, or (ii) Employee's death, or (iii) Employee's incapacity due to injury or illness (physical or mental), or (iv) Employee's termination for cause as defined in Section 4.02(B) above, or (v) expiration of the term of this Agreement. City may withhold payment of severance pay pending final disposition of any criminal charges.

Section 5.03: Severance Contingent on Release of Claims

Any severance payments provided to Employee under this Agreement shall be contingent and conditioned upon the following: i) Employee not challenging such termination, including but not limited to by means of appeal or civil or administrative claim and ii) Employee's execution of a general release of claims, in a form approved by the City Attorney. Payment of severance shall not occur until after the expiration of the release revocation period contained therein. In the event Employee challenges her termination or declines to execute or revokes the general release of claims, no severance payment shall be made under this Article V.

Section 5.04: Void if Convicted of Crime

Government Code sections 53243 through 53243.4 are incorporated into this Agreement by reference. Government Code §§ 53243 - 53243.4 require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of her/his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the Employer shall be fully reimbursed to the Employer if Employee is convicted of a crime involving an abuse of Employee's office or position.

ARTICLE VI

General Covenants

Section 6.01: Indemnification

Provided that Employee complies with the provisions of Sections 825 and 825.6 of the California Government Code, as now existing or hereafter amended, City shall 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 act or omission occurring in the performance of Employee's duties in accordance with the provisions of Sections 825 and 825.6, as now existing or hereafter amended. City may conduct such defense reserving the rights of City not to pay the judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of Employee's employment as an employee of City. City is required to pay the judgment, compromise, or settlement only if it is established that the injury arose out of an act or omission occurring in the scope of Employee's employment as an employee of City. Nothing in this Agreement authorizes or obligates City to pay that part of any claim or judgment that is for punitive or exemplary damages. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom only to the extent authorized in Sections 825 through 825.6, as now existing or hereafter amended.

This section 6.01 shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

Section 6.02: Other Terms and Conditions of Employment

The parties may, upon mutual agreement, fix any such other terms and conditions of Employee's employment, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Richmond Charter, the City's Municipal Code, or any other law.

Section 6.03: General Provisions

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. This Agreement may be amended only by an express written agreement signed by the Employer and Employee. Such amendments must be incorporated and made a part of this agreement.
- B. **Effective Date.** This Agreement shall become effective on April 5, 2022.
- C. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions are deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.
- D. **Independent Legal Advice.** The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, or had the opportunity to do so, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.
- E. **Counterparts.** This Agreement may be executed in counterparts, 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.

Section 6.04: Notices

All notices and requests pursuant to this Agreement must be sent as follows:

- A. **EMPLOYER:** City of Richmond, City Attorney's Office, 450 Civic Center Plaza, Richmond, CA 94804

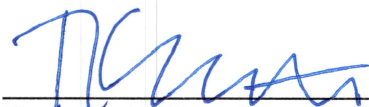
B. EMPLOYEE: Shasa Curl, Shasa_Curl@ci.richmond.ca.us.

Notice must be deemed given as of the date of personal service, Federal Express, certified mail or as the date of deposit of such written notice in the course of transmission in the United States Postal Service or within twenty-four hours of receipt of a "read receipt" notice in an electronic transmission.

[Signatures on Following Page]

THIS AGREEMENT has been executed as of the date first hereinabove written.

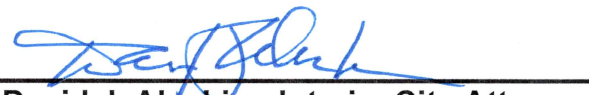
City of Richmond

By: 
Tom Butt, Mayor


Attest:


Pamela Christian, City Clerk

Approved as to Form:


David J. Aleshire, Interim City Attorney

Employee


Shasa Curl