

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF LOMITA AND ANDREW VIALPANDO**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective May 1, 2024, between the City of Lomita, a municipal corporation ("City") and Andrew Vialpando ("Vialpando") as follows:

RECITALS

A. Based on his education, skills, and expertise, it is the desire of the City Council of the City ("Council") to employ the services of Vialpando as City Manager of the City, as provided by the City Municipal Code and state law.

B. Vialpando desires to perform and assume responsibility for the provision of City Manager services to the City, on an at-will basis, as City Manager of City.

C. It is the desire of the City Council of the City ("Council"), to provide certain benefits, establish certain conditions of employment and to set working conditions of Vialpando.

D. It is the desire of the Council to (1) secure and retain the services of Vialpando and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Vialpando's morale and peace of mind with respect to future security, and (3) to provide a means of terminating Vialpando's services if City may desire to terminate his employment.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

Section 1 — Employment

City hereby agrees to employ Vialpando as City Manager to perform the functions and duties specified in the City Municipal Code and the Government Code of the State of California, and Vialpando agrees to accept such employment. The City reserves the right to amend the municipal code, including the provisions related to the duties and functions of the City Manager, without the need to amend this Agreement or obtain acquiescence from Vialpando. Vialpando shall perform the duties and responsibilities imposed by law and industry standards and such legally permissible further duties and functions as shall, from time to time, be assigned by the Council. Vialpando shall perform all such functions and duties to the best of his abilities in an efficient, competent, and ethical manner. Vialpando shall not consult or engage in non-City connected business or employment without the prior knowledge and express written consent of the City Council.

Vialpando shall devote the time necessary to properly perform his duties as City Manager. The parties anticipate that Vialpando will work a full-time schedule allocated between regular business hours and hours outside of regular business hours, including, without limitation, attendance at regular and special City Council meetings. Toward that end, Vialpando shall be at City Hall every day that it is open but with the allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence at City Hall. Vialpando shall be reasonably available to the City Council, City staff, and members of the

community for the performance of his duties and of City business. Vialpando may perform work off site as appropriate.

Section 2 — Term

The Agreement shall be effective as of May 1, 2024 (“Effective Date”) and shall continue unless terminated by the parties as set forth in the Agreement.

Section 3 — Termination and Severance Pay

A. By Vialpando

Vialpando may terminate this Agreement upon giving at least 30 days’ written notice of resignation to City or sooner by mutual agreement. In the event that Vialpando exercises his right to terminate this Agreement by giving at least 30 days’ notice, or sooner by mutual agreement, Vialpando will not be entitled to the severance benefits as set forth below in this Agreement or to any other similar termination benefits under law or City rules or regulations, provided however, that Vialpando will be entitled to payment for work performed through his resignation date and accrued leave, as set forth below, as well as any benefits required by applicable law. This Agreement shall automatically terminate upon Vialpando's death, retirement, or permanent incapacity (a disability or medical condition which cannot be reasonably accommodated by the City and upon completion of any other legally required process), which will effectively operate as a resignation.

Vialpando hereby expresses his intent to remain as City Manager for a period of not less than five (5) years from the Effective Date of this Agreement.

B. By City

The Parties understand and agree that Vialpando, in his capacity as City Manager, is “at-will” and serves at the pleasure of the Council, subject to termination pursuant to the terms of the Agreement without cause, and with no right to any hearing or appeal, including any “*Skelly* conference,” other than the rights expressly provided in the Agreement. The City may terminate this Agreement and Vialpando’s employment, either “at-will” or for cause as set forth below, by a majority vote of the whole Council. The word “termination” shall not include the City’s election not to extend the term of this Agreement.

1. At-Will: City may terminate this Agreement without cause and with or without notice. In the event that this Agreement is terminated without cause, Vialpando shall be entitled to severance benefits under this Agreement, consistent with the requirements as set forth below in Section 3(C). Vialpando may not be terminated under this provision for at-will termination by the City within ninety (90) days following a City General Municipal Election where one or more Council seats are contested on the ballot of such election (the “election cool-off period”).

2. For Cause Termination: City may terminate this Agreement “for cause,” as defined below. Vialpando will not be entitled to severance if his employment is terminated by City at

any time for cause. Cause for termination shall be defined for purposes of this Agreement as: (i) malfeasance, (ii) gross negligence, (iii) fraud, (iv) serious misconduct (substantiated through an independent investigation) which would constitute a violation of City policy, or state or federal law, (v) moral turpitude, or (vi) conviction of a felony on the part of Vialpando. Conviction for purposes of this Agreement includes a judgment entered after a trial, plea of guilty or plea of nolo contendere.

C. Severance

In the event that Vialpando's employment is terminated by Council without cause ("at-will"), during the term of this Agreement and while Vialpando is willing and able to perform the duties of City Manager, Vialpando shall be entitled to a lump sum cash settlement equal to six (6) months of which will be paid by the City. Up to an additional six (6) months may be available through the California Joint Powers Insurance Authority--subject to the terms of that insurance--starting in the seventh month after termination if Vialpando is unemployed or receiving a salary less than defined in this Agreement (in which case Vialpando would not be eligible to receive more than the difference in salary between his then current salary and the salary defined in this Agreement). The severance amount is calculated on base pay, exclusive of incentive or bonus pay, benefits, and other non-cash remuneration, except that health benefits will be continued at the same level of City contribution provided to Executive Management level employees (and at the same coverage election as at the time of termination), for the same period as the severance (up to six months) or until Vialpando begins other employment, whichever occurs first. To receive severance, Vialpando must execute a Settlement Agreement and General Release satisfactory to the City. In the event Vialpando elects not to sign the Settlement Agreement and General Release, Vialpando will not be entitled to severance pay.

Vialpando will not be entitled to severance if his employment is terminated by the Council at any time for cause, or if Vialpando resigns, retires or cannot perform the essential functions of the position even with reasonable accommodations due to death, a medical condition or disability.

D. General Waiver and Release

The promise and tender of payment to Vialpando of any severance compensation payable herein is in lieu of any damages which Vialpando might claim arising out of the employment relationship (including the termination thereof) between the parties, including lost wages, breach of contract, express or implied, breach of covenant of good faith and fair dealing, emotional distress and anxiety, or any similar contractual and personal injury claims.

E. Abuse of Office

Pursuant to Government Code section 53243, et seq., if Vialpando is convicted of a crime involving abuse of his office or position, as defined below, all of the following shall apply upon final conviction: (1) if City Manager is provided with administrative leave pay pending an investigation, Vialpando shall be required to fully reimburse such amounts paid; (2) if City, in its discretion, pays for the criminal legal defense of City Manager, Vialpando shall be required

to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Vialpando may receive from City shall be fully reimbursed to City. For purposes of this Section, "abuse of office or position" means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, as those crimes are specifically defined under specific provisions of California statute, or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code or as specifically defined under a separate provision of California statute.

F. Revolving Door

Vialpando shall comply with Lomita Municipal Code Title II, Chapter 5 (Revolving Door) for a period of two years following separating service from the City. This section shall survive termination of this Agreement.

Section 4 – Salary

As of the Effective Date, City agrees to pay Vialpando for his services rendered pursuant hereto an annual base salary of Two Hundred and Forty Thousand Dollars (\$240,000.00), payable in installments at the same time as other employees of City are paid. The City will consider additional potential increases to Vialpando's salary (including COLAs) based on performance, comparative salaries and the finances of the City.

Section 5 — Benefits

Vialpando shall receive the same fringe benefits provided to other Executive Management level employees, as may be established and amended from time to time unless specifically amended by this Agreement.

Section 6 – Retirement.

The City shall contribute to the employer's portion of Employee's membership in the Public Employees Retirement System pursuant to the "2% at 60" PERS plan formula. Vialpando will contribute and bear the cost of the employee's portion of PERS membership.

Section 7 — Automobile/Telephone

City agrees that upon proof of insurance coverage in an amount acceptable to City, City shall provide Vialpando with a Four Hundred Dollar (\$400) monthly automobile allowance. Vialpando agrees to adhere to all laws, regulations, and City policies applicable to vehicles, driving, or traffic when operating his vehicle on City-related business.

City also agrees to provide a monthly cell phone allowance of Seventy-Five Dollars (\$75.00) to Vialpando. At the termination of this Agreement, Vialpando shall, for a period of at least ninety (90) days, redirect to City all calls and/or messages received on his cell phone that relate to City business.

Section 8 — Holidays

Vialpando shall be entitled to the same holidays as other Executive Management level employees.

Section 9 — Deferred Compensation

Vialpando is entitled to participate in City's deferred compensation program. City will contribute a maximum of \$23,000 per year to Vialpando's deferred compensation account on an annual basis, spread over 24 equal payments.

Section 10 — Vacation, Sick, and Executive Leave

Vialpando shall begin accumulating vacation leave beginning at Tier 2 level at the same rate as Executive Management level employees on the Effective Date.

Vialpando shall accrue sick leave beginning on the Effective Date at the same rate as Executive Management level employees. Sick leave shall be used only in case of sickness or disability of Employee or a member of his immediate family or as otherwise allowed by law. Sick leave has no cash value.

Vialpando shall receive Seventy-Two (72) hours of executive leave upon hire. Thereafter, executive leave will accrue beginning one year after the Effective Date at the same rate as Executive Management level employees. Unused executive leave is not compensable or subject to cash-out upon separation.

Section 11 — Dues and Subscriptions

City agrees to pay for the professional dues and subscriptions of Vialpando necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City. Dues shall include but not be limited to the International City and County Management Association (ICMA) and the California City Management Foundation (CCMF).

Section 12 — Professional Development

- A. City hereby agrees to pay the reasonable travel and subsistence expenses of Vialpando for professional and official travel, meetings and occasions adequate to continue the professional development of Vialpando and to adequately pursue necessary official and other functions for City, including but not limited to, International City and County Management Association, California City Management Foundation and League of California Cities and other professional associations.
- B. City also agrees to pay for the reasonable travel and subsistence expenses of Vialpando for short courses, institutes and seminars that are necessary for his professional development and for the good of the City.

- C. City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Vialpando and hereby agrees to pay said general expenses subject to submission of written receipts and documentation of such expenses.

Section 13 — Performance Evaluation

- A. The Council shall review and evaluate the performance of Vialpando six-months after the effective date, and again six month later approximately on May 1, 2025 (which shall serve as the Anniversary date), and at least once annually thereafter. A full, formal review and evaluation shall be conducted each year on or before the anniversary date of the Anniversary Date. The Mayor of the City shall provide Vialpando with a summary written statement of the findings of the Council and provide an adequate opportunity for Vialpando to discuss his evaluation with the Council. Said criteria may be modified as the Council may, from time to time, determine in consultation with Vialpando.
- B. Annually, the Council and Vialpando shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Council's policy objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 14 — Indemnification

In accordance with and consistent with applicable law, City shall provide Vialpando with indemnification from and against any and all claims, actions, or causes of action of any kind for which Vialpando may be held liable and which arise out of or relate to Vialpando's performance of his job duties at City.

In addition, and in accordance with and consistent with applicable law, City shall defend, at City's expense and with counsel of City's choosing any action, claim, or proceeding in which Vialpando is named and which alleges actions on the part of Vialpando, or failures to act, within the scope of the above-referenced indemnity obligation.

Any funds provided for the legal criminal defense of Vialpando, if such were authorized, shall be fully reimbursed to the City if Vialpando were convicted of a crime involving an abuse of his office or position, in accordance with Government Code section 53243.1.

Section 15 - Bonding

The City shall bear the full cost of any fidelity or other bonds required of Vialpando, acting as City Manager of the City, under any law or ordinance.

Section 16 — Other Terms and Conditions of Employment

- A. The Council, in consultation with Vialpando, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Vialpando, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement or State or Federal law.

- B. All provisions of the City Municipal Code and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, life insurance, holidays, and other fringe benefits and working conditions as they now exist or thereafter may be amended, which apply to Non-Represented Management employees, except as otherwise set forth herein, shall also apply to Vialpando.

Section 17 — Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid and addressed as follows:

City	City of Lomita
	24300 Narbonne Ave.
	Lomita, CA 90717
	Attn: Human Resources

Andrew Vialpando Address on file

Alternatively, notices required pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18 — General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. The Agreement shall become effective as provided herein.
- C. No provision of the Agreement may be modified, waived, or discharged unless such waiver, modification or discharge is agreed to in writing by the City and Vialpando.
- D. The Agreement shall be binding upon or shall inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties provided, however, that Vialpando may not assign Vialpando's obligations hereunder.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal proceeding which may be initiated by either party relating to this Agreement shall be brought in the courts of Los Angeles County, California or in the Central District of California.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- G. Vialpando acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware

of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in the Agreement.

IN WITNESS WHEREOF, the City and Vialpando have signed and executed the Agreement as of the day and year first above written.

CITY MANAGER

Andrew Vialpando
Andrew Vialpando

CITY OF LOMITA

Bill Uphoff
Bill Uphoff, Mayor

ATTEST:

Kathleen Horn Gregory
Kathleen Horn Gregory MMC, City Clerk



APPROVED AS TO FORM:

Trevor Rusin
Trevor Rusin
City Attorney

AMENDMENT NO. 2 TO CITY MANAGER'S EMPLOYMENT AGREEMENT

This Amendment No. 2 to the May 1, 2024, City Manager Employment Agreement, as amended by Amendment No. 1 on June 3, 2025, ("Agreement") is made and entered into as of the 16th day of June 2026, by and between the City of Lomita (City), a Municipal Corporation, and Andrew Vialpando (Employee), and shall be effective as of May 1, 2026. The City and Employee agree as follows:

RECITALS

A. The City employs Employee as the City Manager pursuant to the terms of the May 1, 2024, City Manager Employment Agreement between the parties (the Agreement);

B. The City Council, through its labor negotiator, has negotiated with Employee to amend the Agreement.

C. The parties now desire to amend certain benefits of the Agreement.

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

1. Section 4 Salary is amended to read in its entirety as follows:

Effective as of May 1, 2026, City agrees to pay Vialpando for his services rendered pursuant to this Agreement an annual salary of two-hundred sixty-two thousand five-hundred dollars (\$262,500), payable in installments on the City's regular paydays. In addition, Vialpando shall receive a one-time discretionary bonus in the amount of \$10,096.15 on the City's next regular payday. City will consider additional potential increases (including COLAs) based on performance, comparative salaries, and the finances of the City.

2. Limited Amendment. All other terms and conditions of the Agreement not amended hereby remain in full force and effect.

3. This Amendment No. 2 is effective as of May 1, 2026.

IN WITNESS WHEREOF the parties execute this Amendment No. 2 this 16th day of June 2026, in Lomita, California.

[signatures on following page]

CITY OF LOMITA:

By Cindy Segawa
Cindy Segawa, Mayor

ATTEST:

Kathleen Horn Gregory
Kathleen Horn Gregory, MMC, City Clerk

EMPLOYEE:

Andrew Vialpando
Andrew Vialpando

APPROVED AS TO FORM:

Trevor Rusin
Trevor Rusin, City Attorney