



AGENDA
SPECIAL MEETING OF THE MAYWOOD CITY COUNCIL AND THE
SUCCESSOR AGENCY TO THE MAYWOOD COMMUNITY
REDEVELOPMENT AGENCY

TUESDAY, JULY 11, 2023 AT 4:30 PM

Maywood City Council Chambers
4319 E. Slauson Avenue, Maywood, CA 90270
www.cityofmaywood.com

I. CALL TO ORDER/ROLL CALL

CALL TO ORDER
ROLL CALL

II. CITY OFFICIALS

MAYOR
Frank Garcia

CITY CLERK
Andrea Aguilar

MAYOR PRO TEM
Mayra Aguiluz

CITY TREASURER
Mary Mariscal

COUNCIL MEMBERS
Jessica Torres
Eduardo De La Riva
Heber Marquez

CITY MANAGER
Jennifer E. Vasquez

CITY ATTORNEY
Roxanne Diaz

III. MEETING PROCEDURES

THIS MEETING WILL BE HELD IN PERSON.

THE MEETING WILL BE AVAILABLE FOR VIEWING VIA ZOOM:

<https://us02web.zoom.us/j/89417714765> AND VIA THE CITY'S FACEBOOK PAGE.

Public Participation Options:

1. **In-Person:** Council Chambers located at 4319 E. Slauson Avenue, Maywood, CA
2. **Before the Meeting:** Public comment will be accepted for the record in advance by 3:00 p.m. the day of the meeting by email to daisy.guerrero@cityofmaywood.org; or if you are unable to email, please call the City Clerk's Office at (323) 562-5714. Your comment will be made part of the written record but will NOT be read verbally at the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Council Meeting, please contact the City Clerk's Office (323) 562-5714 within 72 hours of the meeting.

IV. MAYOR, COUNCILMEMBERS AND STAFF COMMENTS

V. PUBLIC PARTICIPATION (Agenda Items; Time allotted: 3 minutes)

Speakers wishing to address the City Council on an item on the agenda may use the instructions provided in section **III. MEETING PROCEDURES** beginning on page 1 of this agenda.

VI. CONSENT CALENDAR

All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council request specific items to be removed from the Consent Calendar for separate discussion or action.

1. CONSIDERATION OF RESOLUTION NO. 6312 TO APPOINT A RETIRED ANNUITANT TO THE POSITION OF INTERIM FINANCE DIRECTOR PURSUANT TO GOVERNMENT CODE SECTION 21221(h) AND APPROVE THE RETIREMENT ANNUITANT AGREEMENT WITH ANIL GANDHY

VII. ADJOURNMENT - The next Regular Meeting of the Maywood City Council is Wednesday, July 26, 2023, at 6:00 p.m.

PUBLIC ACCESS TO MEETING AGENDA AND AGENDA PACKETS

I, _____, Andrea Aguilar, City Clerk or Deputy City Clerk, hereby certify that this agenda was duly posted by law at 4319 E. Slauson Avenue, Maywood, CA 90270 and the City Website. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the Maywood City Hall, 4319 E. Slauson Avenue, Maywood CA 90270. If you challenge in court any discussion or action taken concerning an item on this Agenda, you may be limited to raising only those issues you or someone else raised during the meeting or in written correspondence delivered to the City at or prior to the City's consideration of the item at the meeting. In compliance with the ADA, if you need special assistance for the meeting, call (323) 562-5723 within 72 hours prior to the meeting so the City can make reasonable arrangements to ensure accessibility.



AGENDA REPORT

CITY OF MAYWOOD



AGENDA ITEM NO. 1.

DATE: July 11, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JENNIFER VASQUEZ, CITY MANAGER

BY: NANCY RODRIGUEZ, HUMAN RESOURCE MANAGER

SUBJECT: CONSIDERATION OF RESOLUTION NO. 6312 TO APPOINT A RETIRED ANNUITANT TO THE POSITION OF INTERIM FINANCE DIRECTOR PURSUANT TO GOVERNMENT CODE SECTION 21221(h) AND APPROVE THE RETIREMENT ANNUITANT AGREEMENT WITH ANIL GANDHY

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the position of Interim Finance Director and authorize the position as a Retired Annuitant Position per California Government Code Sections 7522.56 and 21221(h), and,
2. Approve the appointment and agreement and authorize the City Manager to sign the agreement on behalf of the City with Anil Gandhi as the Interim Finance Director; and
3. Adopt Resolution No. 6312 authorizing the appointment of a retired annuitant to the position of Interim Finance Director.

BACKGROUND:

The Finance Director position is currently vacant and there is an urgent need to fill the position to assist with 2023-24 budget implementation and other financial duties. Staff is recommending the hiring of Anil Gandhi, a retired annuitant, to fulfill the necessary duties until a permanent replacement is hired.

DISCUSSION:

Mr. Gandhi has over 30 years of municipal and local government financial experience, including as a Finance Director. Mr. Gandhi retired from the position of Finance Director of the City of Downey in December 2022. He has served two cities in this position and is uniquely qualified and has the requisite specialized skills, training, and experience to serve as Interim Finance Director. Mr. Gandhi has agreed to join the City as an appointed Retired Annuitant to the position of the Interim Finance Director until the position is filled or up to 960 hours per fiscal year, which occurs first. This will allow the City additional time to recruit for the vacant position.

Under the California laws that govern public sector retirements, in order for a city to fill a vacant position with a retired annuitant, a city must be in active recruitment for the vacancy. Additionally, the

annuitant may be paid no more than a regular employee in the same capacity, cannot receive benefits or other compensation, and cannot exceed allowable hours. Under these provisions, the City has reopened its recruitment for a permanent Finance Director, and Mr. Gandhi has agreed to the top step of the current salary range for the Finance Director position with no benefits.

LEGAL REVIEW:

The City Attorney has reviewed this report.

FISCAL IMPACT:

There is no additional financial impact associated with the engagement as the Finance Director salary is currently budgeted; however, there will be minimal savings since retired annuitants cannot receive benefits other than those required by law such as the City's portion of Medicare and Social Security.

ATTACHMENT(S)

1. Resolution No. 6312 Approving Gandhi Appointment - Maywood
2. Maywood Retired Annuitant Agreement - Gandhi

RESOLUTION NO. 6312

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAYWOOD TO APPOINT A RETIRED ANNUITANT TO THE POSITION OF INTERIM FINANCE DIRECTOR PURSUANT TO GOVERNMENT CODE SECTION 21221(h) AND APPROVE THE RETIREMENT ANNUITANT AGREEMENT WITH ANIL GANDHY

WHEREAS, in compliance with Government Code section 21221(h) of the Public Employees' Retirement Law, the City of Maywood must provide CalPERS this certification resolution when hiring a retiree; and

WHEREAS, Anil Gandhi is a retired annuitant as further detailed in the Employment Agreement attached hereto as Exhibit A; and

WHEREAS, the Maywood City Council, the City of Maywood and Anil Gandhi certify that Anil Gandhi has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Maywood City Council hereby appoints Anil Gandhi as a retired annuitant to the vacant position of Interim Finance Director for the City of Maywood under Government Code section 21221(h), effective July 12, 2023; and

WHEREAS, an appointment under Government Code section 21221(h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the current status of this recruitment is that the job opening for the permanent position has been publicly posted, applications are being accepted and candidates are being reviewed; and

WHEREAS, this section 21221(h) appointment shall only be made once and therefore will end no later than July 12, 2024 and as further detailed in the Employment Agreement attached hereto as Exhibit A; and

WHEREAS, the entire employment agreement, contract or appointment document between Anil Gandhi and the City of Maywood has been reviewed by this body and is attached hereto as Exhibit A; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year;

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for the position of Finance Director as listed on a publicly available pay schedule is \$13,081.89 per month and the hourly equivalent is \$75.47, and the minimum base salary for this position is \$10,250.00 per month and the hourly equivalent is \$59.13 ; and

WHEREAS, the hourly rate paid to Anil Gandhi will be \$75.00 per hour; and

WHEREAS, Anil Gandhi has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate as so provided in Government Code § 21221(h) and related CalPERS regulations and policy statements; and

WHEREAS, the expenses related to the of hiring the Retired Annuitant have no net impact to the General Fund, as the salary for this position is included in the adopted Fiscal Year 2023-24 budget; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Maywood hereby certifies the nature of the appointment of Anil Gandhi as described herein and that this appointment is necessary to fill the critically needed position of Interim Finance Director for the City of Maywood by July 11, 2023, because the City will need to fill this permanent position and the City needs to ensure adequate staffing during this vacancy;

PASSED, APPROVED AND ADOPTED, this 11th day of July 2023.

Frank Garcia, Mayor

ATTEST:

Andrea Aguilar, City Clerk

APPROVED AS TO FORM

Roxanne Diaz, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MAYWOOD)

I, Andrea Aguilar , City Clerk of the City Council of the City of Maywood, do hereby certify that foregoing Resolution No. 6312 was duly passed and adopted by the City Council of the City of Maywood, at a regular meeting of the City Council held on the 11th day of July, 2023, by the following roll call vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

Andrea Aguilar, City Clerk

**RETIRED ANNUITANT EMPLOYMENT AGREEMENT
FOR THE POSITION OF INTERIM FINANCE DIRECTOR**

CITY OF MAYWOOD

This Retired Annuitant Employment Agreement (“AGREEMENT”) is made and entered into by and between the CITY OF MAYWOOD, a Municipal Corporation of the State of California (“CITY”), and Anil Gandhi (“Gandhy”), an individual, on the following terms and conditions:

RECITALS

A. CITY desires to hire GANDHY as a temporary, at-will employee to serve in the position of Interim Finance Director for City of Maywood, which is a position that requires specialized skills;

B. While the Finance Director position is vacant, CITY needs help in the Finance Department to train and mentor the Finance staff, run operations and do various financial projects as well as handle the financial needs and to provide the required legal and administrative functions while the City recruits to permanently fill the position;

C. the City is actively conducting a recruitment for a permanent Finance Director;

D. GANDHY has over 30 years of Municipal and Local Government Financial Experience including as a Finance Director and retired from the City of Downey on December 31, 2022. GANDHY retired in the position of Finance Director from two Cities and is uniquely qualified and has the requisite specialized skills, training and experience to serve as INTERIM FINANCE DIRECTOR for the CITY;

E. CITY desires to employ the specialized services of GANDHY as INTERIM FINANCE DIRECTOR for CITY in consideration of and subject to the terms, conditions, and benefits set forth in this AGREEMENT and State Law;

F. GANDHY desires to accept Retired Annuitant employment as INTERIM FINANCE DIRECTOR in consideration of and subject to the terms, conditions, and benefits set forth in this AGREEMENT and State Law;

G. GANDHY represents that he is a retired annuitant of the California Public Employees’ Retirement System (“CalPERS”) within the meaning of Government Code § 21221(h) as of the effective date of this AGREEMENT. GANDHY represents that he retired from the CalPERS system at least 180 days prior to the effective date of this agreement. GANDHY acknowledges that he is restricted to working no more than a combined 960 hours for CITY, a state agency, or other CalPERS contracting agencies (collectively “CalPERS Agencies”) during CITY’s 2023-2024 fiscal year and that his compensation is statutorily limited as provided in Government Code § 21221(h). GANDHY represents that he has not received any unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this AGREEMENT, that he has not received a retirement incentive upon retirement within the meaning of Government Code § 7522.56(g), and that he has attained normal retirement age

within the meaning of Government Code § 21220.5;

H. This AGREEMENT was approved by CITY's City Council as a regular agenda item at a Council meeting held on July 11, 2023.

OPERATIVE PROVISIONS

THEREFORE, in consideration of the above recitals and promises and conditions contained herein, CITY and GANDHY mutually agree as follows:

1. Position and Duties.

1.1 **Position.** GANDHY accepts retired annuitant employment with CITY as INTERIM FINANCE DIRECTOR and shall perform all functions, duties and services of set position set forth in City Code and by direction of the City Manager. GANDHY shall provide service at the direction and under the supervision of the City Manager. It is the intent of the parties that GANDHY, as the INTERIM FINANCE DIRECTOR, shall keep the City Manager fully apprised. Toward that end, GANDHY shall report directly to the City Manager and will periodically, or as may be otherwise specifically requested by the City Manager, provide status reports to the City Manager on his activities and those of the CITY.

1.2 **Term.** This AGREEMENT commences and is effective on July 12, 2023 ("COMMENCEMENT DATE") after being approved by the City Council both by GANDHY and CITY's City Manager. Subject to the provisions set forth in Section 3 [Termination], GANDHY shall be employed in the position of INTERIM FINANCE DIRECTOR for a term commencing on the COMMENCEMENT DATE. This AGREEMENT shall expire as of the first of the following to occur: (i) 5:00 p.m. on July 12, 2024; (ii) the position of FINANCE DIRECTOR is filled by a permanent appointment; or (iii) upon termination of the AGREEMENT by either GANDHY or CITY as provided in Section 3 [Termination] of this AGREEMENT.

1.3 **At-Will.** GANDHY acknowledges that he is an at-will employee of CITY who shall serve at the pleasure of the City at all times during the period of his service hereunder and that his employment may be terminated at any time for any or no reason with or without cause as provided in Section 3 [Termination] of this AGREEMENT and/or by operation of California or federal law. Nothing in this AGREEMENT is intended to, or does, confer upon GANDHY any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by CITY to terminate his employment. Nothing contained in this AGREEMENT shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of GANDHY as provided in Section 3 [Termination]. Nothing in the AGREEMENT shall prevent, limit or otherwise interfere with the right of GANDHY to resign at any time from the position with CITY, subject only to the provisions set forth in Section 3 [Termination] of this AGREEMENT. The terms of the CITY's personnel rules, policies, procedures, ordinances, resolutions, or Municipal Code (collectively "PERSONNEL POLICIES") shall apply to GANDHY.

1.4 **Duties.** GANDHY agrees to provide the follow services: Under the administrative direction of the City Manager GANDHY will provide INTERIM FINANCE DIRECTOR services to the City's Finance Department and the City on an as-needed basis. GANDHY will also perform

all other legally permissible and proper duties and functions consistent with the City of Maywood Finance Department, including those set forth in the Maywood Municipal Code, the Personnel Rules and Regulations, and as the City Manager shall from time to time assign.

1.5 **Hours of Work.** GANDHY shall devote the time necessary to adequately perform his duties as INTERIM FINANCE DIRECTOR/TREASURER. The parties anticipate that GANDHY will work up to 35-40 hours per week during regular City Hall business hours. However, in no event shall GANDHY be required or permitted to work in excess of 960 hours per fiscal year.

1.6 **Other Activity.** In accordance with Government Code Section 1126, during the period of his employment, GANDHY shall not accept, except current non-government clients, any other work without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except for Professional Activity or Educational Activities), whether or not for pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of GANDHY's duties as INTERIM FINANCE DIRECTOR.

1.7 **Reimbursement.** CITY shall reimburse GANDHY for reasonable and necessary travel, subsistence and other business expenses incurred by GANDHY in the performance of his duties. All reimbursements shall be subject to and in accordance with California and federal law and CITY's policies regarding reimbursement.

2. Compensation.

2.1 **Rate of Pay.** For all services performed by GANDHY as the INTERIM FINANCE DIRECTOR under this AGREEMENT, CITY shall pay GANDHY compensation at the rate of Seventy-Five dollars (\$75.00) per hour. Such compensation shall be payable according to the scheduled paydays for CITY personnel.

2.1.1 **Compliance with CalPERS Requirements.** It is the intent of the parties to compensate GANDHY only to the extent permitted under Government Code § 21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by CalPERS. The monthly base salary for the position of Finance Director as listed on a publicly available pay schedule is a minimum of \$10,250.00 and a maximum of \$13,081.89. The Rate of Pay is calculated by taking a monthly base salary of \$13,081.89 and dividing it by 173.333 to equal an hourly rate of \$75.47.

2.2 **Recordation and Reporting of Hours Worked.** GANDHY will comply with all applicable CalPERS rules and regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligation to CalPERS. Additionally, GANDHY shall keep CITY continually informed of any hours worked by GANDHY for other CalPERS Agencies during the term of this Agreement.

2.3 **Benefits.** Pursuant to Government Code § 21221(h) and related CalPERS regulations and policy statements, GANDHY shall not receive from CITY any benefits CITY commonly provides to its employees including, without limitation, medical, dental, vision, long term disability, life insurance, deferred compensation, or any paid personal time off such as vacation, sick leave, administrative leave, paid holidays or similar leave benefits.

3. **Termination.**

3.1 **By City.** CITY may terminate GANDHY for any reason, and at any time, with or without cause, during the term of the AGREEMENT, by the CITY's City Manager. CITY's only obligation in the event of such termination will be payment to GANDHY of all compensation then due and owing as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination.

3.2 **By Employee.** GANDHY may terminate his employment for any reason, and at any time, with or without cause, during the term of the AGREEMENT, by providing the City Manager with seven (7) days advance written notice. CITY shall have the option, in its complete discretion, to make GANDHY's termination effective at any time prior to the end of such period, provided CITY pays GANDHY all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing him through the last day of GANDHY's notice. GANDHY shall not be entitled to any other severance under the AGREEMENT. It is understood and agreed that any notice of termination should be given as soon as practicable and in the best interest of the CITY.

3.3 **No Notice for Expiration.** Nothing in Section 3 [Termination] shall be construed to require either GANDHY or CITY to give advance written notice in order for the AGREEMENT to expire as set forth in Section 1.2 [Term].

3.4 **Effect of Conviction on Termination.** If GANDHY is convicted of a crime involving an abuse of his office or position, as defined in Government Code section 53243.4, the following restrictions will apply: (i) any paid leave given to GANDHY pending an investigation shall be fully reimbursed to CITY, (ii) any funds expended by CITY for the legal criminal defense of GANDHY shall be fully reimbursed to CITY, (iii) any cash settlement paid to GANDHY shall be fully reimbursed. Upon conviction of a covered felony under Government Code sections 7522.72 or 7522.74, GANDHY may forfeit the benefits in accordance with those sections.

3.5 **Termination Obligations.** GANDHY agrees that all property, all equipment, and other City Property, City Proprietary Information (as described Section 4) City records, and contracts shall be returned promptly to CITY upon termination of GANDHY's employment. GANDHY's obligations under this subsection shall survive the termination of his employment and/or the expiration of this AGREEMENT.

4. **Proprietary Information.**

"Proprietary Information" is all non-public information pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of his employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, confidential financial data and formulae, attorney client-

privileged information, confidential licensing information, software and other computer programs, copyrightable material, and other information exempt from production under the California Public Records Act and or the Federal Freedom of Information Act. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, GANDHY shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this AGREEMENT. Following termination, GANDHY shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. GANDHY's obligations under this Section shall survive the termination of his employment and the expiration of this AGREEMENT. A disclosure of Proprietary Information or Confidential Information by GANDHY in response to an order by a court of competent jurisdiction or in response to a subpoena by a Grand Jury or any state, federal or local law enforcement agency shall not be deemed a breach of this AGREEMENT.

5. Conflict Of Interest.

GANDHY represents and warrants to CITY that, to the best of his knowledge, he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this AGREEMENT.

6. General Provisions.

6.1 **Recitals.** The recitals, inclusive of all facts and representation, are incorporated into this AGREEMENT as if set forth in the Operative Provisions.

6.2 **Notices.** All notices, requests, demands and other communications under this AGREEMENT shall be in writing and shall be effective upon delivery by hand or four (4) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and/or to the last known address maintained in GANDHY's personnel file. GANDHY agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Maywood
City Hall, Attn: City Manager
4319 E Slauson Ave
Maywood, CA 90270

GANDHY's Notice Address:

[Address on file with Human Resources]

6.3 **Indemnification.** In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq.) and Government Code Section 995-996.6, CITY shall defend and indemnify GANDHY against and for all losses sustained by GANDHY

arising out of an act or omission occurring within the scope of his employment under this AGREEMENT.

6.4 **Merger, Integration and Modification.** This AGREEMENT is intended to be the final, complete, and exclusive statement of the terms of GANDHY's Retired Annuitant employment by CITY under this AGREEMENT. This AGREEMENT supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of GANDHY, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to GANDHY and are inconsistent with the terms of this AGREEMENT, the provisions of this AGREEMENT shall control. This AGREEMENT may be modified only in a writing approved by the City Manager and signed by all the parties.

6.5 **Waiver.** Either party's failure to exercise any right under this AGREEMENT shall not constitute a waiver of such right. Waiver by any party hereto of any term, condition, or covenant of this AGREEMENT shall not constitute the waiver of any other term, condition, or covenant hereof.

6.6 **Assignment.** Neither this AGREEMENT, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as CITY may choose to impose.

6.7 **Severability.** In the event any portion of this AGREEMENT is declared void, such portion shall be severed from this AGREEMENT and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this AGREEMENT or the obligations of the parties, in which case this AGREEMENT shall be immediately terminated.

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

6.9 **Governing Law.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, and any action in connection with or arising out of this AGREEMENT or any dispute between the parties shall be commenced and maintained in the Superior Court of the State of California for the County of Los Angeles or the United States District Court for the Central District of California.

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

6.11 **Binding Effect.** The rights and obligations of this AGREEMENT shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This AGREEMENT may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

6.12 **Further Assurances.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this AGREEMENT and the intent of the parties to this AGREEMENT.

IN WITNESS WHEREOF, CITY and GANDHY has signed and executed this AGREEMENT.

DATED: _____

CITY:

Jennifer Vasquez, City Manager

DATED: _____

GANDHY:

Anil Gandhi

ATTEST:

APPROVED AS TO FORM:

Andrea Aguilar, City Clerk

Roxanne Diaz, City Attorney