

**ODIS JONES, CITY MANAGER
EXECUTIVE EMPLOYMENT AGREEMENT**

This Employment Agreement is entered into on this 15th day of December 2025 ("Effective Date"), by and between the City of Culver City, California, a municipal corporation, hereinafter referred to as "City", and Odis Jones, hereinafter referred to as "Employee." The City and the Employee are collectively referred to as "the Parties" and agree as follows:

RECITALS

- A. The City Council of the City desires to enter into this Agreement:
1. To appoint Employee as City Manager.
 2. To encourage the highest standards of public service on the part of Employee and provide assurances to Employee regarding their employment by offering certain compensation, benefits, and other incentives.
 3. To ensure that Employee shall do their utmost to promote the City's interests and devote such time and effort as necessary to properly perform their duties.
 4. To establish an equitable process for terminating Employee's services at such time as they may be unable to fully discharge their duties, or when City may desire to otherwise terminate their employment in accordance with this Agreement.
 5. To establish a framework for a working relationship built on mutual respect among the City Council, City Manager, City staff and the community.

B. Employee desires to accept such employment with City on the terms and conditions set forth in this Agreement.

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

1. EMPLOYMENT AND DUTIES:

The City hereby agrees to employ Employee as City Manager of the City of Culver City. Employee is appointed by and serves at the pleasure of the City Council in an at-will capacity. Employee shall exercise the powers and perform the duties of the position of City Manager, as set forth in the City Manager Class Specification, City Charter, Culver City Municipal Code, resolutions, policies, and other rules and regulations of City including, but not limited to, those duties listed in Exhibit "A" attached hereto and incorporated herein by this reference. In addition, Employee shall exercise such other powers and perform such other lawful duties as the City Council may from time-to-time assign to Employee.

2. TERM OF AGREEMENT:

A. This Agreement shall continue in full force and effect unless and until modified by City and Employee in writing, or unless and until such time as Employee's employment relationship is terminated in accordance with Section 3.

B. Unless approved in advance or otherwise directed by the City Council in writing, Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise, which in the determination of the

City Council, actually or potentially is in conflict with or inimical to, or which interferes with, Employee's duties and responsibilities to Employer.

3. TERMINATION OF AGREEMENT:

A. By City Council action, City may terminate this Agreement, at any time, with or without cause, upon 30 days' written notice to Employee. If City terminates this Agreement for any reason other than reasons set forth in Section 4 of this Agreement, City shall provide severance pay to Employee on the effective date of such termination in an amount equal to the Employee's base salary and benefits for a nine-month period at Employee's rate of pay on the effective date of such termination. Such severance benefit shall inure to the benefit of Employee's heirs, or assignees, unless otherwise prohibited by law. Under no circumstance shall the City terminate this Agreement within 90 days immediately following any general or special municipal election.

B. Employee may terminate this Agreement at any time upon 30 days' written notice to the City. Upon Employee's termination of this Agreement, Employee shall not be entitled to any severance pay, with the exception of all unused accruals as outlined in the Culver City Executive Compensation Plan.

C. In the event Employee is unable to perform their duties, with or without reasonable accommodation, due to incapacity or illness, as verified appropriately by the City's physician, Employee shall be entitled to use their leave as required by law, and the City Council may also grant any other form of leave it deems appropriate.

4. DISCIPLINE AND/OR TERMINATION FOR CAUSE:

A. This Agreement may be terminated by the City Council for "cause." For purposes of this Agreement, "cause" shall be defined as circumstances where Employee:

(i) Refuses and/or willfully fails to perform the duties of their position;
or

(ii) Refuses and/or willfully fails to carry out the lawful orders, directions or decisions of the City Council;

(iii) Commits any material act of dishonesty, malfeasance, moral turpitude, fraud, or theft; or

B. City reserves the right to take appropriate disciplinary action for cause.

C. Employee shall be provided written notice of City's intent to take disciplinary action for Cause at least 10 calendar days prior to the City Council meeting at which a final decision will be made. Employee shall be provided an opportunity to respond to the notice of intended action. Any decision or action of the City Council following such response shall be final.

D. Due to the salaried and exempt nature of Employee's position under the Fair Labor Standards Act (FLSA), if Employee is relieved of duty during the pendency of the above process, Employee shall continue to receive full pay and benefits until final action of the City Council has been taken.

5. SALARY AND COMPENSATION:

Employee shall be compensated as set forth below, and paid pursuant to the payroll procedures and provisions affecting executive level employees of the City.

Except as specifically provided herein, Employee shall receive all the benefits, including vacation and sick leave accruals, provided to other executive level employees as described in the adopted Executive Compensation Plan.

A. Salary and Other Compensation

1. Salary. Employee shall continue in the City's Classification and Salary Plan. Employee's base annual salary shall be \$370,000.00.

Employee's base annual salary, except as it may be adjusted for "cost-of-living" provided in subsection (B) below, shall constitute the "Salary" for this position for the term of the Agreement. Payment of Employee's Salary shall be made in biweekly installments in the same manner as other employees of the City.

B. CPI. Effective December 2026, and each 12 month anniversary thereafter during the term of the Agreement, Employee shall be entitled to receive an increase in the base salary identified in subsection (A) above, by an amount equal to the percentage increase in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (1982-84=100) for the Los Angeles Metropolitan area for the 12 months that have been published prior to the anniversary date, or any salary adjustment provided for in the Executive Compensation Plan, whichever is greater.

C. Relocation Assistance. City shall pay for Employee's actual moving expenses of Employee's household possessions and vehicles from Missouri City, Texas to or within a 10 mile radius of Culver City, California. Payment shall be based upon the lowest of three written estimates for an

insured, full service move. Upon receipt of the three written estimates, City shall issue a check made payable to Employee in the amount of the lowest estimate up to a maximum amount of \$25,000.00. If the actual cost of the moving expenses exceeds the estimate provided, Employee shall be responsible for the difference. Employee shall provide City with a copy of the final receipt from the moving company once Employee has paid the moving company.

D. Temporary Rental Assistance. For the first nine months after Employee relocates to Culver City or within a 10 mile radius of Culver City boundaries, City shall reimburse Employee for up to \$5,000.00 per month for temporary rental assistance. The reimbursement shall be provided upon written documentation of actual costs, such as a copy of Employee's lease or rental agreement.

E. Residency Incentive. Employee shall be offered a Residency Incentive as set forth in the Residency Incentive Agreement attached to this Agreement as Exhibit "B" and incorporated herein by this reference.

F. Transportation Allowance. Employee shall receive as \$600.00 per month transportation allowance as full reimbursement of use of their personal vehicle or other modes of transportation for City related business and commuting purposes.

G. Deferred Compensation/Retention Bonus.

1. *Standard Deferred Compensation Contributions.* Employee shall be eligible to receive a contribution to the City's 401(a) deferred

compensation plan in the amount of \$160.00 per pay period for employees that contribute a minimum of \$76.25 per pay period. All contributions to the 401(a) deferred compensation plan shall be made solely by Employee on a voluntary basis.

2. *Retention Bonus.* After one year of employment and upon satisfactory performance, Employee shall receive a contribution from the City for deferred compensation in the amount of \$12,500.00 into the City's 401a Plan. Thereafter, after each year of employment and upon satisfactory performance, Employee shall receive a contribution from the City for deferred compensation in the amount of \$17,500.00 into the City's 401(a) Plan. In order to be eligible for this benefit, Employee must be continuously employed for the 12 months prior to the payment of each deferred compensation/retention bonus. Employee shall be responsible for any taxes due in regard to this deferred compensation retention bonus.

H. Technology Allowance: As provided in the Executive Compensation Plan, Employee shall be provided with a monthly stipend (paid biweekly) to reimburse Employee for use of electronic devices (e.g., cell phone) in order to be accessible by City officials.

I. Physical Well-Being Allowance: Employee shall receive a physical well-being allowance annually effective the first pay period after July 1, 2026 in accordance with the Executive Compensation Plan.

J. Employee Retirement Contribution: Employee, who will be a CalPERS "new member" shall be subject to PEPRA and will be covered

under the 2% at age 62 retirement formula. New members shall be responsible for paying the employee contribution rate of one-half of the total normal cost of the plan as determined by CalPERS on an annual basis. Any changes will be effective the first day of each CalPERS fiscal year (July 1st). In addition, Employee shall make a contribution to the CalPERS Employer Contribution Rate in accordance with the Executive Compensation Plan in effect. The current employee share of the cost is 3.5%, which is the maximum cost-sharing contribution.

K. Paid Time Off: Employee shall receive paid time off in accordance with the Executive Compensation Plan including, but not limited to, floating holiday hours and administration leave each fiscal year. Floating holiday hours and administration leave will be pro-rated for the remainder of the current fiscal year following commencement of employment, with the full leave banks being applied each July thereafter in accordance with the Executive Compensation Plan.

6. PERFORMANCE EVALUATION:

The City Council shall review and evaluate the performance of Employee quarterly for the first year of this Agreement and at least once per year thereafter for the remainder of the term of this Agreement. At a minimum, the annual review shall take place on or about the anniversary date of this Agreement. The Mayor shall provide Employee with a written summary of the findings of the City Council and provide an adequate opportunity for Employee to discuss their evaluations with the City Council. The City Council and/or Employee may desire additional performance evaluations

between anniversary dates. Such evaluations shall be less formal and may be conducted without written comments or reports.

7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

A. Other Conditions. The City Council may, from time-to-time in writing, fix other terms and conditions of employment relating to Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, Culver City Municipal Code, or other applicable law.

B. Communications with the City Council. It will be the obligation of the Employee to be accessible to the Mayor and all Members of the City Council on as equal a basis as reasonably possible and to communicate information to the Mayor and all Members of the City Council in a similar and equal manner at approximately the same time.

C. Notification of Leave from Office. Employee shall provide the City Council with reasonable notice prior to taking two or more consecutive vacation or administrative days off.

D. Indemnification. City shall defend, hold harmless and indemnify Employee against any liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of Employee's duties as City Manager, in accordance with the provisions of applicable law, including Government Code Section 825, and shall further provide Employee a defense in accordance with the provisions of applicable law, including California Government Code Section 995, et seq.,

subject to the limitations and qualifications contained in these or other applicable statutes. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment resulting therefrom. The obligation to defend and indemnify Employee shall survive the termination or expiration of this Agreement as to liability incurred during the term of this Agreement. Nothing in this subsection shall be deemed to reduce the City's obligation to defend or indemnify Employee under applicable federal, state or local law.

8. GENERAL PROVISIONS:

A. Entire Agreement. This Agreement represents the entire Agreement between the City and Employee regarding the matters described hereunder, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the Parties to this Agreement, and any subsequent successors, heirs and assigns.

B. Modification. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.

C. Notice. Any notice given to City under this Agreement shall be given in writing to City, either by personal service or by registered and certified mail, postage prepaid, addressed to the City of Culver City, City Clerk at City's principal place of business. Any notice to Employee shall be given in a like

manner, and if mailed shall be mailed to the Employee at their home address as shown in City's personnel files.

D. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

E. Resolution of Disputes. Should a dispute arise between the Parties specifically concerning the amount of salary or period for which salary is to be paid; the Parties agree that the dispute shall be submitted to binding arbitration. Such arbitration shall be conducted by a mutually agreed arbitrator and pursuant to the rules of the American Arbitration Association. Each Party shall bear one-half the costs of the arbitration. The arbitrator may award costs and attorney's fees to the prevailing party as determined by the arbitrator. The Parties agree that any disputes resolved by arbitration shall be final and binding. Any other disputes arising out of this Agreement, not specifically referenced herein, shall not be subject to the provisions of this Section.

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F. Governing Law. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, the venue shall be in the Superior Court of Los Angeles County.

EMPLOYEE:

Dated: _____

By: _____
Odis Jones
City Manager

CITY OF CULVER CITY:

Dated: _____

By: _____
Dan O'Brien
Mayor, City of Culver City

ATTEST:

APPROVED TO FORM:

Jeremy Bocchino
City Clerk

Heather Baker
City Attorney

EXHIBIT A

[Inserted Behind this Page]

CITY MANAGER

DEFINITION

The occupant of this classification is in the unclassified service. The City Manager, as chief executive officer of the City, formulates municipal objectives, goals, and plans, including both annual budgets and multi-year capital improvement programs, and ensures their effective and economical achievement upon Council approval. The City Manager assists the City Council in meeting its planning, policy making, performance evaluation, community leadership roles, and in maintaining a sound financial position for the City.

SUPERVISION RECEIVED AND EXERCISED

This position is appointed by the City Council. Responsibilities include supervision of the Personnel Director, Assistant City Managers, Intergovernmental Relations Officer, Senior Management Analyst/Public Information Officer, the Secretary to the City Manager, administrative overview of the Human Services Director, Chief of Police, Fire Chief, Community Development Director, Public Works Director/City Engineer, Transportation Director, and Information Technology Director, and coordination of the provision of services by the City Attorney, City Clerk, and City Treasurer.

ESSENTIAL JOB DUTIES

The following tasks are essential for this position. Incumbents in this classification may not perform all of these tasks, or may perform similar related tasks not listed here.

1. Assists the members of the City Council in the development of overall, qualitative, and quantitative short-term and long range goals and objectives for the City.
2. Develops and implements with Council approval, plans for maintaining an effective and efficient program of municipal operations to mobilize skills and resources to deliver services to the community, to provide programs to meet community needs, and to execute policy decisions of the Council.
3. Serves as primary interface between the Council and executive management to ensure communication and conversion of Council policy direction and directives to staff assignments and accomplishments. Personally intervenes when advised by staff that individual Council members have directed research/action in opposition to the established Council Policy prohibiting individual Council direction to staff to undertake new or significant actions/activities.
4. Ensures that executive management establishes and reports on objectives for the programs and activities for which they are responsible. Keeps the City Council informed of program and operational problems. Proposes solutions and seeks Council/Agency advice and counsel regarding same.
5. Schedules City Council agendas. Reviews and approves all agenda items for agenda inclusion and presentation to the City Council. Coordinates the preparation of City Council and agenda items and ensures the timely delivery of agenda packets.

6. Develops and submits for Council approval, the annual operating budgets and work plans, and multi-year capital improvement project budgets. Maintains a sound financial position for the City and ensures the City Council are informed regarding financial status and forecasts.
7. Recommends the appointment and removal of executive management appointed by the City Council. Provides for the development of management personnel to ensure that qualified replacements are available when key executive management staff members are absent from the City, or separate/retire from City service.
8. Personally serves the community by directly resolving or ensuring resolution of complaints unable to be resolved at other levels. Meets periodically with community leaders, the media, and other interested parties to discuss problems and opportunities.
9. Assists in the development of municipal legislation and provides for the prompt execution of Council actions including the enforcement of municipal laws and ordinances. Represents the City's interests at the federal, state, county/regional level as well as before state agencies, the Governor, and during legislative sessions.
10. Personally serves the Members of the City Council by providing counsel regarding inquiries and complaints. Advises regarding individual issues of concern/interest. Organizes and schedules meetings with other elected officials and government officials representing the City. Reviews and revises Council and administrative policies and ensures adherence to same.
11. Conducts all grievance hearings appealed from Department determinations. Approves safety disability retirement requests/recommendations. Meets with employee labor association representatives and City employees in general.
12. Chairs the Committee on Permits and Licenses. Chairs the Municipal Code Appeals Committee and related Administrative hearings. Conducts selected investigations of staff actions/activities.

MINIMUM KNOWLEDGE, SKILLS AND ABILITY

Knowledge of:

- Principles and practices of City management.
- City government structure and functions.
- Laws as they relate to City government.
- Principles and practices of local government budgeting and financial administration.
- Personnel administration principles and practices.
- Labor relations.

Skill and Ability to:

- Work with diverse community groups.
- Establish effective working relationships with the City Council.
- Establish organizational priorities.
- Develop, motivate, and manage senior staff assigned to the various operating programs of the City.
- Execute governmental projects and programs in accordance with the policy of the City Council.
- Relate city governmental programs to social, environmental, political, and economic changes and needs within the community.
- Express self clearly and concisely in both verbal and written forms.

LICENSE AND CERTIFICATE

Possession of a valid California Class C driver's license

TRAINING AND EXPERIENCE

Any combination equivalent to training and experience that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way to obtain the knowledge, skills and abilities would be: a Master's Degree from an accredited college or university in public administration and ten years of responsible experience at the Assistant City Manager level or five years Assistant City Manager and five years Department Head.

PHYSICAL REQUIREMENTS AND WORKING CONDITIONS

- Require vision (which may be corrected) to read small print.
- Perform work which is primarily sedentary.
- Is subject to office environmental

Culver City Charter

SECTION 700. POWERS AND DUTIES OF CITY MANAGER.

The City Council shall appoint the City Manager who shall be the chief executive officer of the City, responsible to the City Council for the management of all City affairs placed in the City Manager's charge by or under this Charter, by ordinance, resolution or other action of the City Council. The City Manager, or his or her designee, shall:

- (a) Appoint, suspend and remove all City employees, including Department Heads, the City Clerk and the City Treasurer, except as otherwise provided by State law or this Charter;
- (b) Direct and supervise the administration of all City departments, except as otherwise provided by this Charter;
- (c) Attend all City Council meetings, at which the City Manager shall have the right to take part in discussion, but shall not vote;
- (d) Prepare and submit to the City Council an annual budget pursuant to this Charter, and implement the final budget approved by the City Council; and
- (e) Perform such other duties as are specified in this Charter, or by ordinance, resolution or other action of the City Council.

Culver City Municipal Code

§ 3.02.010 CITY MANAGER.

A. Appointment; compensation.

1. The City Manager shall be appointed by the City Council solely on the basis of his executive and administrative qualifications and ability to serve in the unclassified service under the supervision of the City Council.

2. The City Manager shall receive such compensation as the City Council shall from time to time determine and fix by resolution.

B. Duties and powers. The City Manager shall have the following duties and powers:

1. Recommendations to City Council. To conduct studies and to make recommendations to the City Council concerning all functions of City government following analysis thereof; to recommend ordinances for adoption by the City Council, subject to the prior approval of the City Attorney as to the form thereof;

2. Investigation of complaints. To investigate all complaints in relation to matters concerning the administration of the City government, and to take appropriate measures to obtain compliance with the obligations of permits, franchises and privileges granted by the City;

3. Supervision of public property. To exercise general supervision over all public buildings, parks, and all other property which is subordinate to the control of the City Council;

4. Public Relations Officer. To serve as Public Relations Officer of the City and to cooperate with all organizations which advance the interests of the City and its residents;

5. Inventory control. To prepare and keep current an inventory of personal property owned by the City, and to recommend the acquisition, transfer or disposition of City property; and

6. Personnel Officer. To serve as Personnel Officer, personally or by delegation, and to recommend in all matters pertaining thereto.

EXHIBIT B

RESIDENCY INCENTIVE

To facilitate Employee's presence in the community and their participation in civic and community affairs, City will provide Employee a loan to assist with a down payment for Employee to purchase real property, subject to all of the following:

1. The property must be Employee's permanent place of residence and must be within the corporate boundaries of the City of Culver City.
2. The loan shall be evidenced by a note secured by a First Deed of Trust and in a form approved by the City Attorney.
3. The loan shall not exceed 90% of the purchase price of the property up to \$1.2 million.
4. Employee shall have the option of an interest-only or interest and principal 30 year note with bi-weekly payments in the form of payroll deduction. The amortization period may be less than 30 years or paid early with no pre-payment penalty at the request of Employee.
5. The initial annual interest rate on the loan shall be one-half percentage point greater than the effective yield on investments in the State of California Local Agency Investment Fund for the month immediately preceding execution of the loan agreement.
6. On January 1 of each year the interest rate shall be reset one-half percentage point above the effective yield on investments in the State of California Local Agency Investment Fund for the month ending the preceding November 30, provided further that the interest rate shall not increase by more than one-half percent per year and no more than three and one-half percent during the life of the loan from the initial rate established in accordance with subsection 5 above. The rate shall not decrease.
7. Employee shall be responsible for property taxes and insurance. City shall be named as an additional insured in an endorsement to the insurance policy.
8. The loan shall be payable in full within 24 months of the date Employee leaves employment with the City or upon the sale, lease or transfer of the property, whichever is earlier.
9. In enforcing its rights and collecting any sums due, City shall have all rights normally possessed by a lien holder in such a transaction and, in addition, shall

have the power to collect sums due by payroll deduction or by deduction from other employee benefits payable to Employee if that is deemed necessary by the Chief Financial Officer to protect the interests of the City.

10. Cash expenses to fund the loan, including escrow fees, appraisal fees, and title fees, shall be paid by Employee (unless paid by seller of the property), but may be added to the principal amount of the loan secured by the first trust deed. Employee shall be required to employ an appraiser who meets the approval of the Chief Financial Officer.

Notwithstanding the foregoing, City agrees to reassess this Residency Incentive based on current market conditions at the time Employee is prepared to purchase real property within Culver City and renegotiate the terms of this Residency Incentive as the City deems appropriate. Any changed terms to this Residency Incentive shall require an amendment to this Agreement.