

**EMPLOYMENT AGREEMENT BETWEEN  
CITY OF MANHATTAN BEACH AND RYAN SMALL  
(Pursuant to California Government Code §§ 21224 and 7522.56)**

**RECITALS**

This Employment Agreement ("Agreement") is entered into between the City of Manhattan Beach ("City") and Ryan Small ("Small"). City and Small may be referred to collectively as the "Parties".

Small is a California Public Employees' Retirement System ("CalPERS") service retiree. Small is agreeing to this post-service retirement part-time appointment pursuant to the provisions of Government Code §§ 21224 and 7522.56. The requirements of Government Code §§ 21224 and 7522.56 are deemed incorporated into this Agreement in full.

- 1) The City desires to utilize the experience, specialized skills and knowledge of Small to provide project support services as an employee of the City on an as-needed basis on the following limited-duration special projects:
  - a) Implement the recommendations of a recent property and evidence room report; oversee administrative processing and the development of policies and procedures for the property and evidence unit;
  - b) Complete the administrative process to develop a cleaning and maintenance project for the fire range;
  - c) Assist the risk management division in COVID-19 testing and response protocols; and
  - d) Perform ancillary related special projects as specifically assigned by the Chief of Police.
- 2) Small desires to be employed by the City and is willing to do so under the terms and conditions set forth in this Agreement.

Therefore, in consideration of the above recitals and of the mutual promises and conditions in this Agreement, it is agreed as follows:

- 1) **TERM OF EMPLOYMENT.** Subject to earlier termination as provided for in this Agreement, Small shall be employed for a term beginning February 2, 2022 and ending no later than December 31, 2022, or earlier if all the special projects identified above are completed before the end date of the Agreement or if Small works a total of 960 hours in a fiscal year (July 1-June 30) for all CalPERS employers.
- 2) **DUTIES.** Small is being appointed to perform services on an extra help basis on the special projects described above. Small shall perform his duties under the direct control of the City's Police Chief. Small shall perform no duties or functions for the City except those necessary for completion of his duties on the special projects listed above.

- 3) **REASONABLE TIME AND EFFORT.** During his employment, Small shall devote such time, interest and effort to the performance of his duties under this Agreement as may be fairly and reasonably necessary. In no event shall Small work more than 960 hours for the City and any other CalPERS contracting agency combined in a fiscal year (July 1-June 30).
- 4) **HOURLY PAY RATE.** During the term of this Agreement, the City agrees to pay Small for the work he performs at \$85.36 per hour, payable on a bi-weekly basis and subject to all applicable withholdings and deductions. This salary is within the hourly salary range for the City's classification of Police Lieutenant, which is the City classification which performs the duties most comparable to those to be performed by Small.
- 5) **BENEFITS.** Small shall not receive any fringe benefits and shall not be entitled to any compensation other than the hourly pay rate described in Paragraph 4, above.
- 6) **USE OF CITY VEHICLE.** Small shall not be allowed to use a City vehicle for anything other than City business.
- 7) **CELLULAR TELEPHONE.** If the City will provides Small with a cellular telephone for use related to his assignment, he shall only use the phone for City business.
- 8) **WORKERS' COMPENSATION.** To the extent required by law, the City will provide Workers' Compensation liability coverage to Small as an employee for injuries sustained by Small arising out of the course and scope of employment, to the same extent and subject to the same provisions, as are applicable to other employees of the City.
- 9) **INDEMNIFICATION BY EMPLOYER.** Subject to the provisions of and as required by Government Code Sections 825, 995.2, and all other statutory/case law conditions precedent to provision of defense and/or indemnification, the City shall indemnify and hold Small harmless for any acts or decisions made by him in the course and scope of employment. To the same extent, the City will pay and advance all expenses, including reasonable attorneys' fees and costs of court-approved settlements, actually and necessarily incurred by the City in connection with the defense of any civil action, suit or proceeding and in connection with any civil appeal, which has been brought against Small by reason of his performance of services in the course and scope of his employment with the City.
- 10) **TERMINATION OF AGREEMENT.** Small serves the City as an At-Will employee. The City may terminate this Agreement with or without cause at any time by providing written notice of such action to Small. In such event, Small has no right to appeal the termination of this Agreement or his employment, in any forum. Small also has the right to terminate this Agreement and his employment at any time by providing written notice of such action to the City.
- 11) **NO EXTENSIONS.** This Agreement is subject to modifications pursuant to terms that are agreed upon by the City Manager. However, this AGREEMENT may not be extended.

**CITY MANAGER APPROVAL.** This Agreement shall be of no force and effect unless or until approved by the City Manager of the City.

EXECUTED ON THE DATES SET FORTH BELOW, IN THE CITY OF MANHATTAN BEACH, LOS ANGELES COUNTY.

CITY OF MANHATTAN BEACH

BY: \_\_\_\_\_  
Ryan Small

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
BRUCE MOE  
City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_(Seal)  
LIZA TAMURA  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
QUINN BARROW  
City Attorney