

AGREEMENT

This AGREEMENT is made and entered into by and between the City of Baldwin Park, a general law City (hereinafter "City") and Robert A. Lopez (hereinafter "Employee").

Section 1. Duties

- a. City agrees to employ Employee as Chief of Police with the responsibility to perform all of the usual and customary duties of a California Chief of Police, including as more particularly set forth in the Baldwin Park Municipal Code and the Baldwin Park Police Department Manual, as well as such other legally permissible and proper duties and functions of City Council may from time to time assign (collectively, the "Employment Duties").
- b. Employee shall satisfactorily perform the Employment Duties with a high degree of professionalism and shall work the schedule needed to ensure accomplishment of that performance. Employee shall report directly to the City Council with respect to the Employment Duties and shall keep the City Council informed in a timely and reasonable manner. Employee shall receive administrative planning, direction, and supervision in accordance with the Municipal Code.
- c. Nothing contained in this Agreement shall prevent Employee's occasional professional, teaching, or related activities, subject to the prior approval of the City Council, which approval will not be unreasonably withheld and only if such activity does not affect Employee's performance of any of the Employment Duties. If approved such outside activities shall not be conducted during regular City business hours or regular Council meeting hours.

Section 2. Compensation/Benefits

- a. Notwithstanding anything to the contrary in the presently effective City Salary Resolution, for satisfactory performance of all the Employment Duties, Employee's base annual salary shall be \$200,289.88 (Step 1). City's payment towards Health Insurance Plan, Cell Phone, and all other Benefits shall be in accordance with the Executive Team Benefits Matrix which may be updated from time to time. Included is the use of a City provided take home vehicle so that Employee may respond to emergencies. The use of the City Vehicle does not include personal vacations and does not include personal travel a distance more than a 50 mile radius from the City or home.
- b. Employee's base annual salary may hereafter be modified, from time to time as approved by the parties by formal written amendment to this Agreement or by an amended Salary Resolution of the City, approved in a regular City Council meeting. Any such modification shall be based on the City Council's

annual evaluation of Employee's performance, in consultation with the Chief Executive Officer. The annual evaluation shall be based on criteria determined by City Council and CEO in consultation with Employee.

Section 3. Employee is an "AT WILL," "EXEMPT" Employee

- a. Employee is an "AT WILL," "EXEMPT" employee and shall serve at the pleasure of the City Council and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee for any reason, or no reason at all, with or without cause, at any time, subject only to the provisions set forth in Section 4 of this Agreement.
- b. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Employee to resign at any time from his position. Such resignation shall be in writing and served personally upon the CEO.

Section 4. Termination, Waiver and Severance Pay

- a. In the event the City Council terminates Employee's employment as Police Chief pursuant to this Agreement, and if Employee is not otherwise in breach of the terms of this Agreement, and if Employee executes a written waiver of any and all claims the Employee may have against the City, including, but not limited to a Civil Code Section 1542 waiver, then and only then the City shall pay to the employee a lump sum cash payment equal to three (3) months base salary with no benefits included in the severance calculation ("Severance Pay") to Employee. The City shall be relieved of any obligation to pay Severance Pay if Employee fails to execute a waiver as described above or if Employee is terminated for malfeasance in carrying out the duties obligated under this Agreement or if the Employee is convicted of any illegal act involving moral turpitude or personal gain.

Section 5. General Provisions

- a. Attorneys' Fees: It is further understood and agreed that if, at any time, a violation of any term of this Agreement is asserted by any party hereto, that party shall have the right to seek specific performance of that term and/or any other necessary and proper relief, including but not limited to damages, from any court of competent jurisdiction, and the prevailing party shall be entitled to recover its/his/her reasonable costs and attorneys' fees.
- b. Arbitration: All disputes, claims, complaints, or controversies ("Claims") that Employee may have against the City of Baldwin Park and/or any of its employees, Councilmembers, Mayor, Officers, Directors, or any of its agents (collectively and individually the "City"), including contract claims; tort claims; discrimination and/or harassment claims; retaliation claims; claims for

wages, compensation, penalties or restitution; and any other claim under any federal state, or local statute, compensation, regulation, rule, ordinance, or common law, arising out of and/or directly or indirectly related to my application for employment with the City, and/or the terms and conditions of my employment with the City, and/or termination of my employment with the City (collectively "Covered Claims"), are subject to arbitration and must be settled by arbitration pursuant to the terms of this Agreement and will be resolved by Arbitration and NOT by a court or jury. The parties hereby forever waive and give up the right to have a judge or jury decide any Covered Claims. California law will apply to any arbitration. The arbitration shall be conducted at JAMS and will be subject to JAMS rules to the extent consistent with California law. The number of arbitrators shall be determined by JAMS or agreement of the parties. The arbitrator may render a judgment on the award and the judgment may be entered in any court in California of competent jurisdiction.

- c. This Agreement shall constitute the entire agreement between the parties regarding Employee's employment as Police Chief. Any previous agreements, whether in writing or oral, are understood and agreed to by the parties to be null and void and of no legal effect.
- d. The Agreement can only be modified in writing and only if signed by Employee and approved by the City Council at a regularly scheduled meeting and signed by the Mayor of Baldwin Park.
- e. This Agreement shall be effective once signed by all parties and the Employee's start date shall be effective February 21, 2021. Passed, approved, and adopted this 17th day of February 2021.
- f. If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (i) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions, or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

- g. This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.
- h. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.
- i. No official or employee of the City shall be personally liable to Robert A. Lopez in the event of any default or breach by the City or for any amount which may become due to Robert A. Lopez or for any breach of the terms of this Agreement.
- j. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- k. Robert A. Lopez may not assign this Agreement in whole or in part. Any attempted assignment shall be null and void.
- l. Robert A. Lopez acknowledges that (1) he has had the opportunity to consult counsel in regard to this Agreement, (2) he has read and understands this Agreement, (3) he is fully aware of its legal effects, and (4) he has entered into it freely and voluntarily and based on his own judgment and not on any representations of promises other than those contained in this Agreement.
- m. This agreement was drafted by both parties. Robert A. Lopez had an opportunity to review this Agreement with Chief Executive Officer, Shannon Yauchzee, and made whatever changes he deemed necessary, if any. Whatever changes were made or not made by Robert A. Lopez are to the satisfaction and agreement of Robert A. Lopez. Because both parties drafted this Agreement and participated in this Agreement process, there is no presumption against any one drafter.

CITY OF BALDWIN PARK:



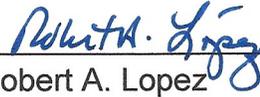
Emmanuel J. Estrada
Mayor

ATTEST:



Marlen Garcia
City Clerk

EMPLOYEE:



Robert A. Lopez

APPROVED AS TO FORM:



Robert N. Tafoya
City Attorney