

EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF BALDWIN PARK
AND
LAURA THOMAS

THIS AGREEMENT is made and entered into by and between the City of Baldwin Park, a general law city (hereinafter "City") and Laura Thomas, an individual (hereinafter "Employee").

Section 1. Duties

1. City agrees to employ Employee as the Human Resources and Risk Manager of the City of Baldwin Park with the responsibility of planning, supervising and managing the Human Resources and Risk Management Division of the City of Baldwin Park under the direction of the Chief Executive Officer.
2. The Employee shall perform other related and necessary duties as required by law and designated by the Chief Executive Officer.
3. The Chief Executive Officer shall establish performance goals and objectives to be met by the Employee as Human Resources and Risk Manager for each year of this agreement, which shall be established as part of the evaluation process.

The City agrees to conduct a performance evaluation after six (6) months from the date of this Agreement, and annually after each evaluation. The evaluation shall be conducted in accordance with specific criteria jointly developed and finalized by the Chief Executive Officer and the Employee. The City, based upon said evaluations, may award a salary step increase to the Employee, starting at the six (6) month evaluation.

4. Employee hereby agrees to perform faithfully and to the best of her abilities all the duties pertaining to the office of Human Resources and Risk Manager as may be required by the laws of the City of Baldwin Park and the State of California relating to municipal corporations, and the rules and regulations of the City of Baldwin Park, which are now in force or which may be put in force during the term herein stated.

In addition, employee shall further perform such other tasks and duties as may be designated by the Chief Executive Officer and that the parties hereto agree that said position as Human Resources and Risk Manager shall be deemed and construed to be a full-time position.

Section 2. Terms of Employment

1. The term of employment shall commence on November 13, 2017, and shall continue until terminated as set forth in this Agreement.
2. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the Employee as an "at-will" Employee.
3. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with City.
4. Because of the demands of the Human Resources and Risk Manager position, Employee may not work for or manage any other business while employed by the City. However, nothing contained in this Agreement shall prevent the Employee's occasional, professional, teaching or related activities, subject to the prior approval of the Chief Executive Officer or City Council, which approval will not be unreasonable withheld and only if such activity does not affect Employee's performance of any of the employment duties.

Section 3. Compensation/Benefits

1. City agrees to pay as salary to the Employee during the period she is serving as the Human Resources and Risk Manager a base salary of \$10,485.46 per month, which is step 6 of the Human Resources and Risk Manager base salary range. Said salary may be modified from time to time by an amendment to this Agreement, or amended salary resolution approved and adopted by the City Council.
2. The City shall provide to Employee all fringe benefits as are in the Unclassified Manager's Benefits Matrix.

Section 4. Termination, Waiver and Severance Pay

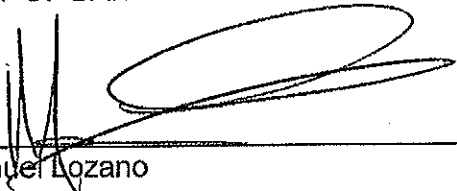
In the event the City Council terminates Employee's employment as Human Resources and Risk Manager pursuant to this Agreement, and if Employee is not otherwise in breach of the terms of this Agreement, and if Employee executes a written waiver of any and all claims the Employee may have against the City, including but not limited to, a Civil Code Section 1542 waiver, then and only then the City shall pay a lump sum cash payment equal to three (3) months base salary ("Severance Pay") to Employee. However, the City shall be relieved of its obligation to pay Severance Pay 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 or if

gain or if Employee refuses to sign a complete waiver releasing the City of any and all claims the Employee may have against the City.

Section 5. General Provisions

The text herein shall constitute the entire Agreement between the parties and shall only be modified in writing by the parties. This Agreement shall be effective November 13, 2017.

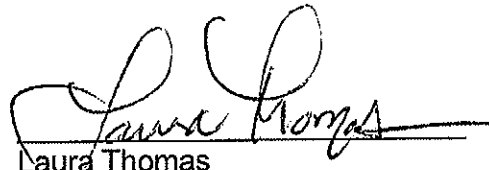
CITY OF BALDWIN PARK



Manuel Lozano
Mayor

10/4/17
Date

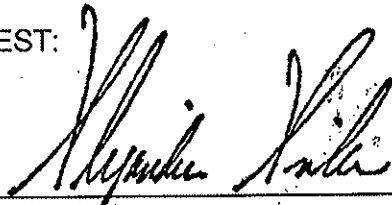
EMPLOYEE



Laura Thomas
Human Resources & Risk Manager

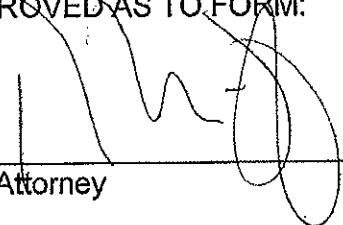
9-15-17
Date

ATTEST:



Alejandra Avila
City Clerk

APPROVED AS TO FORM:



City Attorney

