

AGREEMENT

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

Section 1. Duties

1. City agrees to employ Employee as the Chief Deputy City Clerk with the responsibility of supervising and managing the City Clerk's Office 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.
4. The Chief Executive Officer shall establish performance goals and objectives to be met by the Employee as Chief Deputy City Clerk for each year of this agreement. Said objectives shall be established as part of the evaluation process. The Chief Executive Officer agrees to conduct a performance evaluation after twelve (12) months from the date of employment, and also upon each annual anniversary date of employment. The evaluation shall be conducted in accordance with specific criteria jointly developed and finalized by the Chief Executive Officer and Employee. The Chief Executive Officer, based upon said evaluation, may award a salary step increase to Employee.
5. Employee hereby agrees to perform faithfully and to the best of her abilities all the duties pertaining to the office of Chief Deputy City Clerk 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, and further shall 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 Chief Deputy City Clerk shall be deemed and construed to be a full-time position.

Section 2. Terms of Employment

1. The Employee's start date and anniversary date of employment is May 21, 2018, and the terms of this agreement shall commence on that date, and shall continue until terminated as set forth in this Agreement.
2. Employee agrees as terms of employment, to obtain City Clerk Certification within one year.

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3. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Chief Executive Officer to terminate the service of the Employee as an "at-will" Employee.
4. 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 provided Employee gives to City thirty (30) day written notice prior to the effective date of Employee's resignation, unless the parties otherwise agree.

Section 3. Compensation/Benefits

1. Commencing May 21, 2018, the Chief Deputy City Clerk initial salary shall be Step 4 of the Chief Deputy City Clerk salary schedule as most recently adopted by the City Council.
2. Benefits: The City shall provide to Employee all fringe benefits as are in the most recent Unclassified Manager's Benefits Matrix as approved by the City Council.

Section 4. Termination, Waiver and Severance Pay

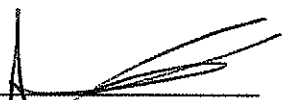
1. In the event the Chief Executive Officer terminates Employee's employment as Chief Deputy City Clerk pursuant to this Agreement, and if Employee is not otherwise in breach of the terms of this Agreement, and if Employee executes a written waiver of any and all claims the Employee may have against 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 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


1. The text herein shall constitute the entire Agreement between the parties.
2. This Agreement shall be effective May 21, 2018.
3. This Agreement shall only be modified in writing by the parties.

SIGNATURE PAGE FOLLOWS

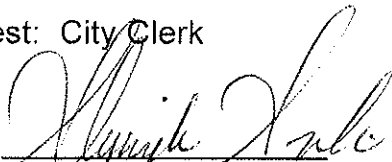
City of Baldwin Park,
A Municipal Corporation

By: 
Manual Lozano, Mayor

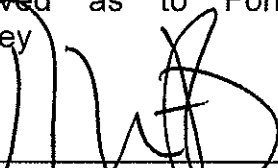
Lourdes Morales, an Individual

By: 
Lourdes Morales

Attest: City Clerk

By: 
Alejandra Avila

Approved as to Form: City
Attorney

By: 
Robert N. Taloya

