

## **AGREEMENT**

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

### **Section 1. Duties**

1. City agrees to employ Employee as the City Planner with the responsibility of operating, supervising and managing the Planning Division under the direction of the Community Development Director and Chief Executive Officer.
2. The Employee shall perform other related and necessary duties as required by law and designated by the Community Development Director and Chief Executive Officer.
4. The Community Development Director and Chief Executive Officer shall establish performance goals and objectives to be met by the Employee as City Planner for each year of this agreement. Said objectives shall be established as part of the evaluation process. The Community Development Director and 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 Community Development Director, Chief Executive Officer and Employee. The Chief Executive Officer, based upon said evaluation, may award a salary step increase to Employee. Salary increases may be by amendment to this contract or by Resolution of the City Council.
5. Employee shall satisfactorily perform the duties of City Planner with a high degree of professionalism and shall work the schedule necessary to ensure completion of performance. Employee shall generally report to work during normal business hours except during approved leave. Employee shall not conduct any outside business, or consulting business, except that employee may engage in occasional professional teaching or related duties subject to approval of the Chief Executive Officer, which approval shall not be unreasonably withheld.
6. Employee hereby agrees to perform faithfully and to the best of their abilities all the duties pertaining to the office of City Planner 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 Community Development Director and Chief Executive Officer and that the parties hereto agree that said position as City Planner 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 October 29, 2018, and the terms of this agreement shall commence on that date, 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 Chief Executive Officer to terminate the service 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 this position with City provided Employee gives to City Two Weeks (14 days) written notice prior to the effective date of Employee's resignation, unless the parties otherwise agree.

### **Section 3. Compensation/Benefits**

1. Commencing October 29, 2018, the City Planner's initial salary shall be Step 3, or \$8,211.39 per month 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. For the purposes of Vacation accrual only, Employee shall start with 5 years', one day service credit.

### **Section 4. Termination, Waiver and Severance Pay**

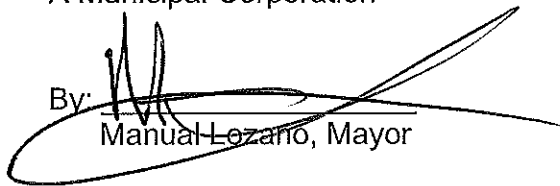
1. In the event the Chief Executive Officer terminates Employee's employment as City Planner pursuant to this Agreement, and if Employee is not otherwise in breach of the terms of this Agreement, and if Employee executes a written waiver of any and all claims the Employee may have against the City, including 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 only, with no benefits included in the severance calculation ("Severance Pay") to Employee. Only base salary will be used to calculate the three months' severance. 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**

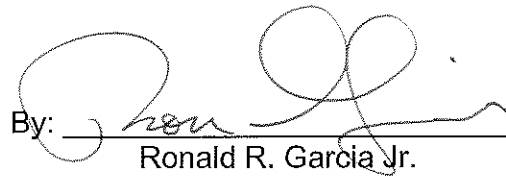
1. The text herein shall constitute the entire Agreement between the parties.
2. This Agreement shall be effective upon ratification.
3. This Agreement shall only be modified in writing by the parties, except as salary may be modified by time to time by City Council Resolution.

**SIGNATURE PAGE FOLLOWS**

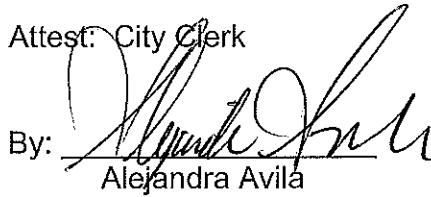
City of Baldwin Park,  
A Municipal Corporation

By:   
Manual Lozano, Mayor

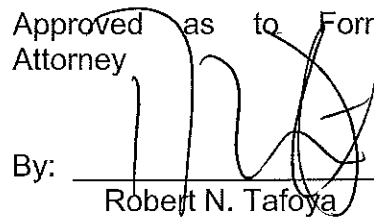
Ronald R. Garcia Jr., an Individual

By:   
Ronald R. Garcia Jr.

Attest: City Clerk

By:   
Alejandra Avila

Approved as to Form: City  
Attorney

By:   
Robert N. Tafoya