

AGREEMENT

THIS AGREEMENT is made and entered into this day, October 17, 2018, by and between the City of Baldwin Park, a general law city (hereinafter "City") and Benjamin Martinez (hereinafter "Employee").

Section 1. Duties

- a. City agrees to employ Employee as Director of Community Development with the responsibility to perform all of the usual and customary duties of management and operation of the Community Development Department. Employee shall also work on any such other legally permissible and proper duties and functions the Chief Executive Officer and/or 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. Except when on approved leave the Employee shall work the City's regular work day schedule.
- c. Nothing contained in this Agreement shall prevent Employee's occasional teaching or related activities, subject to the prior approval of the Chief Executive Office or 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 Employee shall not do any such occasional activities during regular City business 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 Step 3, \$12,390.24 a month. Employee's salary will advance to the next step upon successful completion of six months of service. Thereafter, 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 salary resolution of the City Council. Any such modification may be based on the City Council's evaluation of Employee's performance, in consultation with the Chief Executive Officer. The evaluation shall be based on reasonable criteria determined by City.
- b. City shall provide to Employee all fringe benefits as are now, or as may hereafter be given to all department heads of City, as detailed in the attached "Executive Employee Benefit Matrix", as may be amended from time to time.

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 right of Employee to resign at any time from his position with City with 10 days' notice. Such notice may be waived if agreed to by both parties.

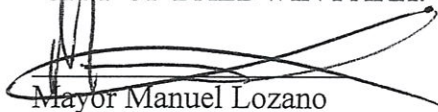
Section 4. Termination, Waiver and Severance Pay

- a. In the event the City Council terminates Employee's employment as Director of Community Development 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 ("Severance Pay") equal to three (3) months base salary. 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.

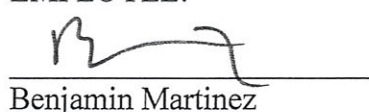
Section 5. General Provisions

- a. This Agreement shall constitute the entire agreement between the parties regarding Employee's employment as Director of Community Development.
- b. The Agreement can only be modified in writing and only if signed by Employee and the Mayor of Baldwin Park.
- c. This Agreement shall be effective as of October 17, 2018 and the employee's start date shall be November 5, 2018.

CITY OF BALDWIN PARK:


Mayor Manuel Lozano

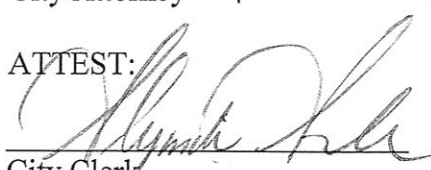
EMPLOYEE:


Benjamin Martinez

APPROVED AS TO FORM:


City Attorney

ATTEST:


City Clerk