

AGREEMENT

This AGREEMENT is made and entered into by and between the City of Baldwin Park, a general law City (hereinafter "City") and Steven McLean (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 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 meetings.

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 \$210,304.38 (Step 2). 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.
- 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. 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.

- c. City shall provide the Employee all fringe benefits as are now, and as may hereafter be given to all department heads of the City, as detailed in the attached "Executive Employee Benefit Matrix." With the exception that Employee shall receive and accrue upon execution of this Agreement, a one time banked 80 hours of vacation.

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 six (6) 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.

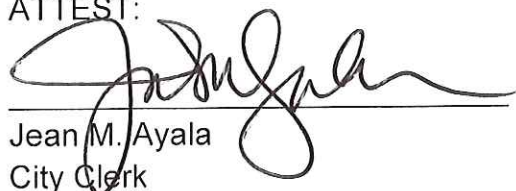
- c. This Agreement shall constitute the entire agreement between the parties regarding Employee's employment as Police Chief. Any previous agreements, whether in writing or oral, are understood and agreed to by the parties to be null and void and of no legal effect.
- d. The Agreement can only be modified in writing and only if signed by Employee and approved by the City Council 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 upon passage. Passed, approved, and adopted this 4th day of December, 2019

CITY OF BALDWIN PARK:



Manuel Lozano
Mayor

ATTEST:



Jean M. Ayala
City Clerk

EMPLOYEE:



Steven McLean

APPROVED AS TO FORM:



Robert Tafoya
City Attorney