

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into to be effective on the 15th day of November, 2018, by and between the CITY OF EASTVALE, a municipal corporation (hereinafter referred to as "City"), and BRYAN JONES, an individual (hereinafter referred to as "Manager"). The City and Manager may be individually referred to as a "Party" or collectively as the "Parties." This Agreement supersedes and replaces in its entirety that certain Employment Agreement for the Position of Assistant City Manager for the City of Eastvale executed by Bryan Jones on or about April 16, 2018.

RECITALS

WHEREAS, City is in need of an individual to hold the position of City Manager and the City Council is empowered pursuant to the Eastvale Municipal Code to appoint a City Manager; and

WHEREAS, City must attract and retain management and leadership personnel to insure the health, welfare and safety of its residents, businesses, employees and agency are protected at all times; and

WHEREAS, City must hire a City Manager with a high degree of knowledge, integrity, technical ability, professionalism and the qualities and characteristics of leadership necessary to meet City Council objectives and goals; and

WHEREAS, Bryan Jones has been serving as the City's Interim City Manager since June 29, 2018, during which time he has demonstrated that he has the administrative and executive abilities and qualifications to serve as City Manager; and

WHEREAS, as a result of his performance as Interim City Manager, the City Council wishes to appoint Bryan Jones as the City's City Manager.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed by and between City and Manager as follows:

1. **Employment.** The City retains and employs Manager to perform the duties of City Manager as set forth in the City of Eastvale Municipal Code, and such other duties as may be required of the Manager by the City.

A. **Term.** Manager's employment under this Agreement commences on November 15, 2018. This Agreement shall have a term of three years, commencing on November 15, 2018 and ending on November 14, 2021, (the "Term") unless earlier terminated pursuant to Sections 7 or 8 of this Agreement. Nothing in this Agreement shall be construed as limiting or otherwise interfering with the right of the City to terminate the services of Manager at any time, subject to the provisions set forth in Section 7 of this Agreement. Nothing in this Agreement shall be

construed as limiting or otherwise interfering with the right of Manager to resign at any time from this position with City, subject only to the provisions set forth in Section 8 of this Agreement.

B. Employment Status. City agrees the Manager will be hired and constituted as a City of Eastvale employee. Manager acknowledges that he is an at-will employee of City who shall serve at the pleasure of the City Council at all times during the period of his service hereunder, and accepts such employment with the City. The terms of the City's Personnel Policies and Procedures shall apply to Manager to the extent that they do not conflict with the terms of this Agreement or Manager's at-will status.

2. General Duties. Manager shall serve as the City Manager of the City. Manager shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City. In that capacity Manager shall perform each and every duty prescribed by law pertaining to the position of City Manager of the City of Eastvale or prescribed by the City Council and all services, acts, or things necessary or advisable to manage and conduct the business and affairs of the City, subject at all times to the policies set by the City Council and to the consent of the City Council when required by the terms of this Agreement. Manager and City agree to abide by the provisions of Chapter 2.08 of the Eastvale Municipal Code, setting forth the powers and duties of Manager and relations with City Council, as it may be amended from time to time, a current copy of which is attached hereto as Exhibit A. Each City Council member commits to assisting Manager in the performance of his duties and the goal of Exceeding Eastvale's Expectations Everyday by communicating with Manager regularly and candidly, and not interfering with Manager's execution of his powers, duties and responsibilities. Manager shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting.

3. Devotion to City's Business.

A. Hours of Work. Manager shall devote the time necessary to adequately perform his duties. The Parties anticipate that Manager shall work at least forty (40) hours per week, allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings and attendance at such municipal organizations, community events and City functions. Toward that end, Manager shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, City staff, and members of the community during regular City business hours and for the performance of his duties and of City business. The position of City Manager shall be deemed an exempt position under state and federal wage and hour laws. Manager's compensation (whether salary or benefits or other allowances) is not based on hours worked and Manager shall not be entitled to any compensation for overtime.

B. Regional and Professional Activity. City desires Manager to be reasonably active in national, statewide, regional and professional organizations that shall contribute to the advancement of City's interests and standing. Toward that end, City may, upon adequate budgeted funds thereof, undertake such activities that advance the interests and standing of City. These activities may include participation in national, statewide, regional or professional

organizations, provided that such activities do not in any way interfere with or adversely affect his employment as City Manager or the performance of his duties as provided herein. City agrees to reimburse, as provided in Section 4.E of this Agreement, Manager's reasonable and necessary travel, business and subsistence expenses for the activities described herein.

C. Other Activity. In accordance with Government Code Section 1126, during the period of his employment, Manager shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 3.B), whether or not for pecuniary advantage, that is or may be competitive with City, that might cause a conflict-of-interest with City, or that otherwise might interfere with the business or operation of City or the satisfactory performance of Manager's duties as City Manager. City hereby consents to Manager's participation in the operations of Drunkin Bundts and Live Oak Vineyard, provided Manager's participation in the operation of such businesses does not interfere with Manager's duties under this Agreement and the operations of City or result in a conflict-of-interest. Should it interfere with Manager's duties under this Agreement and the operations of City or result in a conflict-of-interest, that shall be communicated with Manager and he be given the opportunity to make adjustments to his participation in the operations.

4. Compensation. The compensation set forth in this Section 4 shall be Manager's total compensation under this Agreement, and Manager shall not be eligible for any other benefits or compensation except for that specifically provided for in this Agreement or in any ordinance or resolution adopted by the City Council that specifically identifies compensation or benefits that City Manager is to receive.

A. Salary. As compensation for the services to be performed hereunder, Manager shall receive a salary of Two Hundred Ten Thousand Dollars (\$210,000.00), earned on a pro-rata basis and payable at the time as other employees of the City are paid. The position of City Manager is exempt under the Fair Labor Standards Act (FLSA) and, therefore, no overtime pay will be paid to Manager based on hours worked.

i. Whenever a cost of living adjustment or other non-merit based salary increase is provided to other FLSA exempt City employees, the City Council shall consider whether it is reasonable and appropriate to grant a similar increase to the City Manager's Base Salary upon the written request of the Manager. Any such increase in base salary shall be explicitly made with a motion and vote from an agenda council item and reflected on a City Council approved salary schedule, but shall not require an amendment to this Agreement.

ii. The City Council, in its sole discretion, may approve an increase to Manager's base salary at any time and for any reason during the Term. As required by Government Code sections 54953(c)(3) and 54956(b), final action to approve any increase to Manager's salary must occur during open session at a regularly scheduled meeting of the City Council, and cannot be placed on the consent calendar. The approval of an increase to Manager's base salary shall not require an amendment to this Agreement.

B. Employee Benefits. City shall provide Manager with all benefits, including the scope, coverage and amounts as provided to all other full-time at-will City employees under

Chapter 3 of the City's Personnel Policies and Procedures, as they may be amended from time to time, including, but not limited to, City paid medical, dental, and vision benefits, Long Term Disability (LTD) and Short Term Disability (STD), life insurance, and paid holidays, vacation, sick leave, and retirement benefits, except as otherwise expressly provided for in this Section 4.B.

i. Vacation. All of Manager's accrued but unused vacation time accrued prior to the execution of this Agreement shall roll over on an hour for hour basis, and shall count toward the cap on vacation time accrual provided herein. City shall provide Manager two hundred (200) hours of vacation per year. Vacation time shall accrue on a prorated basis for time worked. Manager shall not accrue vacation time in excess of four hundred (400) hours. Manager may buy back between ten (10) and one hundred (100) hours of accrued, but unused, vacation time two times per calendar year, provided that Manager will still have at least forty (40) hours of accrued, but unused, vacation time remaining after each buy back, and Manager used at least eighty (80) hours of vacation or management leave in the prior calendar year. The dollar value of vacation time will be based on Manager's then current base salary. All other provisions of the City's Personnel Policies and Procedures related to vacation shall apply to Manager's vacation under this Agreement.

ii. Sick Leave. All of Manager's accrued but unused Sick Leave accrued prior to the execution of this Agreement shall roll over on an hour for hour basis. City shall provide Manager ninety-six (96) hours of Sick Leave per year. Sick Leave shall accrue on a prorated basis for time worked. All other provisions of the City's Personnel Policies and Procedures related to Sick Leave shall apply to Manager's Sick Leave under this Agreement.

iii. Life Insurance & Accidental Death. City shall provide Manager Term Life Insurance and Accidental Death/Dismemberment coverage in the amount of Fifty Thousand Dollars (\$50,000) or a higher amount if available to other full-time at-will City employees under the City's Personnel Policies and Procedures.

iv. Retirement. City shall provide Manager with retirement benefits in accordance with the City's Personnel Policies and Procedures, which as of the date of this Agreement are provided through the California Public Employees' Retirement System (CalPERS). For so long as the City is contracted with CalPERS for retirement benefits, City shall make, on Manager's behalf, all payments that represent the City's contribution as a member of CalPERS. Manager shall make all payments that represent Manager's 7% contribution as a member of CalPERS. The current contract for City's participation in CalPERS is 2% at 62.

City and Manager acknowledge that as of the date of this Agreement the City is in the process of evaluating retirement benefit options for City employees, and agree that after this evaluation process is completed the City and Manager will discuss Manager's retirement benefits. Any retirement benefits provided to Manager in the future that differ from the benefits provided for in the City's Personnel Policies and Procedures shall be memorialized by a written amendment to this Agreement.

C. City Automobile. City shall provide Manager with a vehicle allowance in the amount of \$600 per month.

D. Organization Fees and Educational Activities. City agrees to pay dues and fees for professional and community organizations, continuing education, conferences and other professional, community and educational events that benefit Manager's capacity as City Manager and contribute to Manager's professional standing, subject to the City Council's budgetary approval, which includes but is not limited to his professional engineer's license through the State of California and AICP certification through the American Planning Association.

Manager shall enroll in an Executive Leadership Program approved by the City Council within the first year of the Term of this Agreement and shall complete the Program by the end of the second year of the Term of this Agreement. If Manager terminates this Agreement prior to the end of the Term Manager shall reimburse the City for the full cost of the Executive Leadership Program, including tuition, accommodations, materials, travel, subsistence and any other amounts paid for by the City in connection with the Executive Leadership Program.

E. Reimbursement. City agrees to pay for City related expenses of Manager that are reasonably and necessarily incurred in connection with Manager's duties as City Manager, in accordance with State and federal laws and established policy of the City.

F. Management Leave. Manager shall receive eight (80) hours of management leave per calendar year in accordance with Section 4.16 of the City's Personnel Policies and Procedures.

G. Cell Phone and Home Internet Allowance. Manager shall a cell phone and home internet allowance in the amount of one hundred dollars (\$100) per month.

H. Relocation. Should Manager relocate his personal residence, City will reimburse Manager up to \$3,000 in moving expenses provided that his new personal residence is within the City of Eastvale or within 20 miles of the City.

5. Performance Evaluation. The Manager may receive a performance evaluation annually. City may conduct periodic performance evaluations throughout the course of the year (e.g., quarterly, semi-annual, etc.), however, nothing in this Agreement shall be construed as mandating a strict schedule for the conduct of performance evaluations. The Parties agree to have performance evaluations facilitated by a mutually agreed upon third party facilitator. It is the preference of the Manager to have regular, timely, candid and professional communication and constructive feedback with and from the City Council Members to foster a respectful, trustworthy and credible working relationship in the best interest of serving the health, welfare and safety of the community and agency in an effective and efficient manner. It is the desire for the Manager to hear of issues or concerns timely and directly so that he can make timely adjustments in performance in a learning, growing and trying his best environment.

6. Tax Withholding. City shall have the obligation to deduct or withhold from the compensation due to Manager hereunder any and all sums required for federal income and other payroll taxes and all state or local taxes now applicable or that may be enacted and become applicable in the future.

7. Termination by City.

A. Termination Without Cause. City reserves the right to terminate this Agreement and Manager's employment at any time, without cause or advance notice. Notice of termination without cause shall be provided to Manager, in writing, in closed session with a majority of City Council present. In the event Manager is terminated by the City Council without cause or advance notice, consistent with Government Code sections 53260 and 53261, City agrees to pay Manager a lump sum cash payment equal to six (6) months' aggregate base salary or the number of months left of the Term, whichever is less, plus payment and continuation of Manager's health insurance benefits for the same amount of time or until Manager finds other employment ("Severance Pay"). The Severance Pay shall be calculated based on Manager's then current salary and health insurance benefits. Manager must sign, delivers to the City Council, and not revoke, the General Release Agreement in the form attached hereto as Exhibit B ("Release Agreement") to receive Severance Pay. The then-seated Mayor of the City is authorized to countersign the Release Agreement on behalf of the City, provided it is duly executed by Manager and is substantially in the form attached hereto as Exhibit A. In addition, if City terminates this Agreement without cause City will cash out Manager's accrued, but unused, leaves as required by law and the City's Personnel Policies and Procedures.

B. Termination for Cause. City reserves the right to terminate this Agreement and Manager's employment at any time, with Cause. In the event Manager is terminated for Cause, City shall have no obligation to pay any Severance Pay to Manager.

"Cause" as hereinabove referred shall mean any of the following:

1. Conviction of or a plea of no contest to any felony
2. Conviction of or a plea of no contest to a misdemeanor arising directly out of Manager's duties pursuant to this Agreement, or a misdemeanor involving moral turpitude;
3. A pattern of repeated, willful and intentional failure or neglect to carry out the policy decisions of the City Council;
4. Willful abandonment of duties or repeated and protracted unexcused absences from the City Manager's office and duties;
5. Manager has a permanent disability if such disability precludes Manager from performing his essential job duties for more than (6) cumulative months after attempts at reasonable accommodation pursuant to the Americans with Disabilities Act and/or California's Fair Employment & Housing Act;
6. Malfeasance in office; or
7. Breach of any of the Manager's responsibilities under this Agreement.

It is not intended by either City or Manager that occasional and unintentional lapses in performance by Manager constitute grounds for termination for cause. If City terminates this

Agreement with cause City will cash out Manager's accrued, but unused, leaves as required by law and the City's Personnel Policies and Procedures. Notice of termination for cause shall be provided to Manager, in writing, in closed session with a majority of City Council present. In the event the City terminates Manager for cause, then the City and Manager agree neither Party shall make any written or oral statement to members of the public, whether in a public venue or in private conversations, or the media concerning Manager's termination except in the form of a joint media release which is mutually agreeable to both Parties. The joint media release shall not contain any text or information that would be disparaging to either Party; provided, however, that either Party may verbally repeat the substance of any such media release in response to inquiries by members of the media or public. Neither Party can make disparaging comments in public or private either written or verbal about the termination other than what was included in media release. The goal is to handle the termination and communication of the termination both publicly and in private in a professional and businesslike manner.

C. Termination Meaning. Termination by City shall include a request made by a majority of the City Council that Manager resign, a reduction in Manager's compensation, a material reduction in the powers and authority of the Manager, an uncured material breach of this Agreement by the City, or the elimination of the City Manager's position. Notwithstanding the foregoing, if Manager does not resign as a result of any of the foregoing conditions and remains employed with the City, such condition shall not be deemed a termination.

D. No Property Interest. Nothing in this Agreement is intended to, or does, confer upon Manager any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment. Termination by City shall require a majority vote of the entire City Council.

E. Cooling Off Period. Notwithstanding any other provision in this Agreement, and as provided for in Section 2.08.100 of the Municipal Code, Manager shall not be terminated by City without cause during or within a period of ninety (90) days next succeeding any municipal election held in the City of Eastvale at which election a new member of the City Council is elected. The 90 day period begins on the day the newly elected Council Members take the oath of office. The purpose of this provision is to allow any newly elected member of the City Council to observe the actions and ability of Manager in performance of the powers and duties of the office of City Manager.

8. Termination by Manager. Manager may terminate this Agreement by giving City no less than ninety (90) days written notice. Written notice shall be provided in closed session with a majority of City Council present to receive and discuss termination. Manager shall not be entitled to any additional compensation or severance sum in the event of such termination. Manager shall not use any of his accrued but unused vacation or management leaves during the ninety (90) day notice period without the prior consent of a majority of the City Council. If Manager terminates this Agreement, City will cash out Manager's accrued, but unused, leaves as required by law and the City's Personnel Policies and Procedures, provided that if Manager provides the required notice of termination within ninety (90) days of receiving an increase in base salary, all accrued but unused leaves will be cashed out based on the Manager's prior base salary. Manager agrees that if he is offered a position of employment elsewhere he will communicate that to the City Council as soon as the offer is made and prior to accepting the

position. Notwithstanding the foregoing, if Manager desires to retire from public service, Manager will provide at least six months advance notice to the City and a mutually agreed upon retirement date will be determined by the Parties.

9. Abuse of Office. If Manager is convicted of a crime involving an abuse of his office or position, as defined in Government Code section 53243.4, the following restrictions will apply:

A. Any paid leave given to the Manager pending an investigation shall be fully reimbursed to the City.

B. Any funds expended by the City for the legal criminal defense of the Manager shall be fully reimbursed to the City.

C. Any cash settlement paid to the Manager shall be fully reimbursed.

Upon conviction of a covered felony under Government Code section 7522.72 or 7522.74, Manager shall forfeit CalPERS benefits in accordance with those sections.

10. Other Terms and Conditions of Employment. The City Council, in consultation with Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement.

11. Indemnification. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq.) and Government Code Section 995-996.5, the City shall defend and indemnify Manager against and for all losses sustained by the Manager in direct consequences of the discharge of the Manager's duties on the City's behalf for the period of the Manager's employment under this Agreement. City, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against Manager, while acting within the scope of Manager's duties, from all claims, losses and liabilities arising out of or incident to activities or operation performed by or on behalf of City or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by Manager.

12. Notices. Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage prepaid, with return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing. Mailed notices shall be addressed to:

City: Addressed to the then current Mayor of the City, at the then current address of City Hall, with a carbon copy to the City Attorney.

Manager: Delivered to the last updated address in the City's personnel file for Manager.

13. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Manager by City and

contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Employment Agreement acknowledges that no representation, inducement, promise, or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or blinding on either party. Manager and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

14. Modification; Assignment. Any modification of this Agreement will be effective only if it is in writing and signed by the parties. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as City may choose to impose.

15. Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

16. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in anyway.

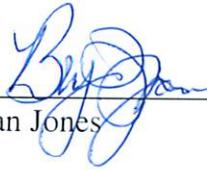
17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, in force and effect as of the date of execution.

18. Execution. This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

[SIGNATURES ON THE FOLLOWING PAGE]

MANAGER



Bryan Jones

CITY OF EASTVALE



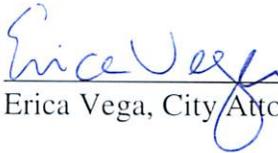
Clint Lorimore, Mayor

ATTEST:



Steven Aguilar, City Clerk

APPROVED AS TO FORM:



Erica Vega, City Attorney

EXHIBIT A

CHAPTER 2.08. - CITY MANAGER³¹

Footnotes:

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State Law reference— City manager generally, Government Code § 34851 et seq.

Sec. 2.08.010. - Office created; term.

The office of the city manager is created and established. The city manager shall be appointed by the city council on the basis of administrative and executive ability and qualifications. The city council may appoint an interim city manager to serve as the city manager at any time during the process of selecting a permanent city manager. Such interim city manager shall have all the powers and duties prescribed by this chapter and by direction of the city council.

(Ord. No. 2010-02, § 1, att. A, 10-1-2010; Ord. No. 2011-04, §§ 1, 2, 1-26-2011)

Sec. 2.08.020. - Eligibility.

No member of the city council shall be eligible for appointment as city manager until one year has elapsed after such councilmember has ceased to be a member of the city council.

(Ord. No. 2010-02, § 1, att. A, 10-1-2010; Ord. No. 2011-04, §§ 1, 2, 1-26-2011)

Sec. 2.08.030. - Compensation.

The city manager shall receive such compensation and expense allowances as the city council shall from time to time determine, and such compensation shall be a proper charge against such funds of the city as the city council shall designate.

(Ord. No. 2010-02, § 1, att. A, 10-1-2010; Ord. No. 2011-04, §§ 1, 2, 1-26-2011)

Sec. 2.08.040. - Expense reimbursement.

The city manager shall be reimbursed for all actual and necessary expenses he incurs in the performance of his official duties, including those incurred when traveling on business pertaining to the city, subject to the provisions of state law governing such reimbursement.

(Ord. No. 2010-02, § 1, att. A, 10-1-2010; Ord. No. 2011-04, §§ 1, 2, 1-26-2011)

Sec. 2.08.050. - Designation of acting city manager.

The city manager, by letter filed with the city clerk or deputy city clerk, shall designate a qualified city administrative or other officer to exercise the powers and perform the duties of city manager during any temporary absence or disability of the city manager.

(Ord. No. 2010-02, § 1, att. A, 10-1-2010; Ord. No. 2011-04, §§ 1, 2, 1-26-2011)

Sec. 2.08.060. - Powers and duties.

The city manager shall be the administrative head of the government of the city under the direction and control of the city council except as otherwise provided in this chapter. The city manager shall be responsible for the efficient administration of all affairs of the city which are under his control. In addition to the general powers as administrative head of the city government, and not as a limitation thereon, the city manager shall be expected and shall have the power to:

- (1) Enforce all laws and ordinances of the city and to see that all franchises, contracts, permits and privileges granted by the city council are faithfully observed;
- (2) Appoint, remove, promote and demote any and all officers and employees of the city, except elected officers and the city attorney, and specifically including the city clerk and the city treasurer (although the city manager may serve in these positions as well), subject to all applicable personnel rules and regulations which may be adopted by the city;
- (3) Control, order and give directions to all department heads that are subject to his appointment and removal authority and to subordinate officers and employees of the city under his jurisdiction through their department heads;
- (4) Conduct studies and effect such organization and reorganization of offices, positions, or units under his direction as may be indicated in the interest of efficient, effective, and economical conduct of the city's business;
- (5) Recommend to the city council for adoption such measures and ordinances as he deems necessary;
- (6) Attend all meetings of the city council unless excused therefrom by the mayor individually or the city council as a whole, except when his evaluation or removal is under consideration;
- (7) Prepare and submit the proposed annual budget and the proposed annual salary plan to the city council for its approval;
- (8) Keep the city council at all times fully advised as to the financial condition and needs of the city;
- (9) Make investigations into the affairs of the city and any department or division thereof and any contract or other obligation of the city; and further to investigate all complaints in relation to matters concerning the administration of the city government and in regard to the service maintained by public utilities in the city; and to enter into public works

contracts, professional services agreements and make purchases on behalf of the city as otherwise specified in this Code or by applicable state law;

- (10) Exercise general supervision over all public buildings, public parks, and all other public properties which are under the control and jurisdiction of the city;
- (11) Have the same authority as the mayor, as the convenience of the parties may dictate, to sign documents specified in Government Code § 40602 whenever such documents have been approved by the city council for execution by resolution, motion, minute order or other appropriate action;
- (12) Act as the purchasing agent; and
- (13) Perform such other responsibilities and exercise such other powers as may be delegated to the city manager from time to time by ordinance or resolution or other official action of the city council.

(Ord. No. 2010-02, § 1, att. A, 10-1-2010; Ord. No. 2011-04, §§ 1, 2, 1-26-2011)

Sec. 2.08.070. - Relations with council.

The city council and its members shall deal with the administrative services of the city only through the city manager, except for the purpose of inquiry, and neither the city council nor any member thereof shall give orders to any subordinates of the city manager. For purposes hereof, the term "inquiry" means any and all communications short of giving orders, directions or instructions to any member of the administrative staff. Such staff members shall provide all information reasonably requested by any councilmember. The city manager shall take orders and instructions from the city council only when sitting in a duly convened meeting of the city council and no individual councilmember shall give any orders or instructions to the city manager. The city council shall instruct the city manager in matters of policy. Any action, determination or omission of the city manager shall be subject to review by the city council. The city council may not overrule, change, or modify any such action, determination, or omission except by the affirmative vote of the majority of the members of the city council then in office.

(Ord. No. 2010-02, § 1, att. A, 10-1-2010; Ord. No. 2011-04, §§ 1, 2, 1-26-2011)

Sec. 2.08.080. - Departmental cooperation.

It shall be the duty of all subordinate officers and of the city attorney to assist the city manager in administering the affairs of the city efficiently, economically and harmoniously.

(Ord. No. 2010-02, § 1, att. A, 10-1-2010; Ord. No. 2011-04, §§ 1, 2, 1-26-2011)

Sec. 2.08.090. - Agreements with council.

Nothing in this chapter shall be construed as a limitation on the power or authority of the city council to enter into any supplemental agreement with the city manager delineating additional terms and conditions of employment not inconsistent with any provisions of this chapter.

(Ord. No. 2010-02, § 1, att. A, 10-1-2010; Ord. No. 2011-04, §§ 1, 2, 1-26-2011)

Sec. 2.08.100. - Removal; limitations.

The city manager at all times shall be at will and shall serve at the pleasure of the city council. The removal of the city manager may be only by majority vote of the entire council then in office at a regular or special meeting. The city manager may not be removed from office, other than for misconduct, during or within a period of 90 days after any general municipal election at which any new member of the city council is elected. The purpose of this limitation is to allow such newly elected member to observe the city manager's performance.

(Ord. No. 2010-02, § 1, att. A, 10-1-2010; Ord. No. 2011-04, §§ 1, 2, 1-26-2011)

EXHIBIT B

GENERAL RELEASE AGREEMENT

This General Release Agreement ("Release Agreement") is entered into by and between BRYAN JONES ("Manager") and CITY OF EASTVALE ("City"), in light of the following facts:

- A. Manager's employment with City concluded on _____.
- B. Certain disputes have arisen between City and Manager.
- C. City and Manager each deny any liability whatsoever to the other.
- D. City and Manager wish to fully and finally resolve any and all disputes they may have with each other.
- E. Manager is hereby informed that he has twenty-one (21) days from receipt of this Agreement to consider it. City hereby advises Manager to consult with his/her legal counsel before signing this Agreement.
- F. Manager acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), he may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.
- G. Manager acknowledges that the Salary Payment referenced in paragraph 1 of this Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to him/her through the date of employment termination. Manager also acknowledges that City has made this Salary Payment without regard to whether he signs this Agreement. The Salary Payment does not constitute consideration for this Agreement.
 - 1. Receipt of Salary Payment. Manager hereby acknowledges receipt of a check or checks for all compensation owing to him/her, including salary, accrued benefit balances and reimbursed expenses ("Salary Payment") from City.
 - 2. Severance. Within five (5) days following Manager's signing, delivering to the City, and not revoking this Agreement, City shall pay Manager the gross amount provided for in Section 7.A. of the attached Employment Agreement, less applicable deductions. Manager acknowledges that the Severance is in excess of all amounts due and owing her as a result of her employment by City.
 - 3. General Release. In consideration of the Severance to be paid and provided to Manager, and other good and valuable consideration, Manager hereby releases and discharges City and its past and present City Council Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his/her employment by City which he now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under Title

VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act of 1993, the Domestic Partners Act of 2003, the California Labor Code, the Private Attorneys General Act of 2004, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, any other federal, state, or local employment practice legislation, or any federal or state common law, including wrongful discharge, breach of express or implied contract, or breach of public policy.

Manager hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Manager understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of City and its past and present City Council Members, employees, representatives and agents, Manager expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he does not know or suspect to exist in his/her favor.

Manager further acknowledges that he has read this General Release and that he understands that this is a general release, and that he intends to be legally bound by the same.

4. Fees and Costs. Manager and City agree that in the event of litigation relating to this Release Agreement, the prevailing party shall be entitled to recover his/her/its reasonable attorneys' fees and costs.

Dated _____, 20__

CITY OF EASTVALE

By: _____
_____, Mayor

Dated: _____, 20__

MANAGER