

**CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF COACHELLA AND DR. GABRIEL MARTIN**

This AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into between Dr. Gabriel Martin (hereinafter referred to as “City Manager”) and the CITY OF COACHELLA, a municipal corporation of the State of California (hereinafter referred to as “City”), in order to provide, in writing, the terms and conditions for management services by the City Manager of City. City and City Manager are sometimes referred to herein individually as “Party” and collectively as “Parties.”

RECITALS

(1) The City requires the services of a City Manager, and the City Council of the City (“City Council”) desires to employ the City Manager in that position.

(2) The City Manager has the necessary education, experience, skills, and expertise to serve as the City’s City Manager.

(3) The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260, *et seq.*

(4) In consideration of these recitals and the performance by the by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

TERMS

NOW, THEREFORE, the Parties hereto agree as follows:

1. Employment

The City hereby agrees to employ the City Manager, and the City Manager agrees and does accept employment upon the terms and conditions set forth herein.

2. Duties and Obligations of City Manager

A. The City Manager hereby agrees to perform the functions and duties of City Manager, as specified in the City’s ordinances, the City’s municipal code (“Municipal Code”), City policies and procedures approved by the City Council, and in state law, and to perform such other duties and functions as the City Council shall from time to time assign. Specifically, the City Manager is obligated to know and execute the duties and responsibilities of the City Manager as set forth in section 2.12, and perform his duties consistent with the Code of Ethics set forth in section 2.64 of the Municipal Code. The City Manager further agrees to perform all such functions and duties to the best of his ability and in an efficient and competent manner.

B. The City Council shall also designate the City Manager as the executive director, general manager or similar title of other City-related legal entities. Such other legal entities include

the City's financing authorities and utility agencies and could include certain joint powers authorities when applicable.

C. The City Manager is a full-time exempt employee, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. The City Manager does not have set hours of work, as the City Manager is expected to be available at all times. It is recognized that the City Manager must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end the City Manager's schedule of work each day and week shall vary in accordance with the work required to be performed. The City Manager shall spend sufficient hours on site to perform the City Manager's duties; however, the City Manager has discretion over the City Manager's work schedule and work location.

D. The Parties mutually desire that the City Manager be subject to and comply with the International City Management Association ("ICMA") Code of Ethics, attached hereto as Exhibit "A" and incorporated herein by reference. The City Manager commits to comply with the ICMA Code of Ethics.

E. The City Manager shall administer and enforce policies established by the City Council, and promulgate rules and regulations as necessary to implement City Council policies.

F. The City Manager shall attend all meetings of the City Council, unless excused. The Mayor shall have the authority on behalf of the City Council to excuse the City Manager from meetings. The City Manager shall also take part in the discussion of all matters before the City Council during meetings he attends, and the City Manager shall receive notice of all regular and special meetings of the City Council.

G. Consistent with the Municipal Code, state law and the City Council Manual of Procedures, the City Manager shall review all agenda documents before preparing the agenda for any regular or special meetings of the City Council.

H. The City Manager shall direct the work of all elective and appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council.

I. The City Manager will focus his professional time, ability, and attention to City business during the term of this Agreement. The City Manager shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of Council, except that:

(1) The expenditure of reasonable amounts of time not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit the City Manager from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement.

J. All data, studies, reports and other documents prepared by the City Manager while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use.

K. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to the City Manager in connection with the performance of this Agreement shall be held confidential by the City Manager. Such materials shall not, without the prior written consent of the Council, be used by the City Manager for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3. General Obligations of the City

A. The City shall, as outlined within this Agreement, provide the City Manager with staff, office equipment, supplies, automobile allowance, and all other facilities and services reasonably determined by the City Council to be necessary for the performance of the City Manager's duties and within the City's budget constraints.

B. The City Council recognizes that to meet the challenges facing the City they must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits within the City's budget constraints to spend time each year outside of regular City Council meetings to work with the City Manager and staff on setting goals and priorities for the City government, and to work on issues that may be inhibiting the maximal achievement of City goals.

C. The City Council agrees that any criticism of a City staff member shall be done privately through the City Manager.

4. Salary

The City Manager's base salary shall be Two Hundred Thirty Thousand Dollars (\$230,000) per fiscal year, subject to any all legally necessary taxes and holdings. The City Manager's salary shall be payable in installments at the same time as other employees of the City are paid. Any increase in salary must be expressly memorialized by written amendment.

5. Benefits

A. Automobile Allowance. The City shall pay City Manager an automobile allowance in exchange for the City Manager securing a personal vehicle to be used for City business or functions during, before, and after normal work hours. The automobile allowance shall be \$500 per month. City Manager shall be responsible for the costs of operation, repair, maintenance, and liability, property damage and comprehensive insurance for such personal vehicle. By the City Manager making the City Manager's personal automobile available for use, the City Manager is not precluded from using City vehicles for City business during, before, and after the normal workday on occasion, when appropriate.

B. ICMA Dues/ Other Professional Development. The City agrees to budget and pay the City Manager's annual dues for membership in ICMA. In addition, the City agrees, subject to the City's budget constraints and advance approval of Council, to pay expenses and allow City time for the following: (1) conference and meeting attendance and selected training opportunities, including, but not limited to, those associated with ICMA, the League of California Cities, and other national, state, regional and/or local associations and organizations necessary and desirable for the good of the City and for the City Manager's continued professional development; (2) professional dues and subscriptions on behalf of the City Manager which are necessary for the City Manager's continuation and full participation in national, state, regional or local associations and organizations, including civic clubs or organization, necessary and desirable for the good of the City and for the City Manager's continued professional development; and (3) travel and subsistence expenses of the City Manager to pursue official and other functions for the City, including, but not limited to, national, state, regional and/or local associations and organizations necessary and desirable for the good of the City and for the City Manager's continued professional development

C. Business Expenses. Within the City's budget constraints and subject to adopted City policies, the City shall pay for or provide the City Manager reasonable reimbursement for all actual and necessary business expenses.

D. Limitations on CalPERS Contributions/ Other Retirement/ Administrative Leave. City Manager expressly agrees that he shall pay the full employee share of his CalPERS pension contribution, regardless of any agreement or benefit level provided to other employees at the City. The City Manager also expressly agrees to pay 2% of the City's share of his CalPERS pension contribution, regardless of any agreement or benefit level provided to other employees at the City. Further, while the City Manager may, in his discretion, contribute to a 457 or other similar retirement saving account established by the City, the City is under no obligation to provide any contribution or match, regardless of any agreement or benefit level provided to other employees at the City.

E. All Other Benefits. With the exception of such benefits as outlined specifically in this Section, the City shall provide the City Manager with other benefits, including but not limited to medical, disability, and retirement benefits, consistent with those benefits provided to the City's other executive-level employees.

6. Term

A. Initial Term. Subject to the termination provisions in Section 7 of this Agreement, the term of this Agreement shall commence on June 4, 2021 and shall continue for two years thereafter. ("Initial Term").

B. Succeeding Terms. At the conclusion of the Initial Term, this Agreement shall automatically renew for an additional one year term (the "First Succeeding Term"). If the City Council does not want a Succeeding Term, it must provide the City Manager written notice of its intent not to renew at least thirty (30) calendar days before the completion of the Initial Term. Without such notice, the First Succeeding Term will automatically begin upon the completion of the Initial Term.

At the conclusion of the First Succeeding Term, if applicable, this Agreement shall automatically renew for an additional one year term (the "Second Succeeding Term"). If the City Council does not want a Second Succeeding Term, it must provide the City Manager written notice of its intent not to renew at least thirty (30) calendar days before the completion of the First Succeeding Term. Without such notice, the Second Succeeding Term will automatically begin upon the completion of the First Succeeding Term.

Other than the two Succeeding Terms, no other automatic term renewal is available under this Agreement.

7. Termination of Agreement and Severance Pay

A. At-Will. Except as provided in Sections 7(C)(2) and 6(B), the Parties hereby expressly agree that the employment relationship established by this Agreement is at-will and that the City Manager shall serve at the will and pleasure of the City Council. Nothing in this Agreement, any statute, ordinance, or rule shall interfere with Council's right to terminate City Manager, without cause or right of appeal or grievance. City Manager agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his employment and that the provisions of Section 2.12. of the Coachella Municipal Code are not applicable to City Manager, and he hereby waives any rights he would otherwise have thereunder.

B. Automatic Termination. This Agreement, and City Manager's employment, shall automatically terminate, and the City Manager shall not be entitled to any Severance Payment, upon the happening of any of the following events:

(1) Upon mutual agreement in writing by both Parties to terminate this Agreement.

(2) Upon forty-five (45) days notice of resignation given to City by the City Manager.

(3) Upon retirement from full-time public service with the City pursuant to applicable PERS laws, rules and regulations. If the City Manager retires, the City Manager may provide six (6) months' advance notice. The City Manager's actual retirement date will be mutually established.

(4) Upon the death of the City Manager.

(5) When the City Manager has been unable to perform all or substantially all of the essential functions of his position, with or without reasonable accommodation, due to illness, disability, or unavailability for whatever reason for a period of three (3) months.

C. Termination With or Without Cause. This Agreement, and City Manager's employment, may be terminated without prior notice at any time, with or without cause, by the Council by motion carried by a simple majority of its members.

(1) Without Cause - Severance. The City Council may terminate City Manager at any time, regardless of his ability to perform his duties, upon payment of a severance equal to

the lesser of: (1) payment equal to two hundred and seventy (270) days of the City Manager's then applicable base salary; or (2) payment equal to the unexpired Term of this Agreement as described in Section 6 above ("Severance Payment"). City shall also provide Employee reimbursement for the costs of Employee's COBRA health insurance premiums for three (3) months following Employee's termination or until Employee finds other employment, whichever occurs first. The monthly COBRA reimbursement amount shall not exceed the amount paid for Employee's health insurance premiums at the time of his termination. The Severance Payment is contingent upon the City Manager executing a release of liability similar to the exemplar attached as Exhibit "B". If the City Manager fails or refuses to provide the City with a release of liability, the Council may release the City Manager without cause without Severance Payment.

(2) With Cause. In the event City Manager is terminated for cause, he shall not be entitled to any severance pay or benefits. "Cause" shall include the following reasons:

(a) Conviction of a crime, whether misdemeanor or felony. For purposes of this section, a plea of nolo contendere shall also be considered a conviction.

(b) Failure to follow a directive of the Council after written notice of said failure to City Manager approved by a simple majority of the City Council members.

(c) Failure to perform duties and responsibilities pursuant to the terms of this Agreement, the relevant City ordinances, municipal code, and other standards of professional conduct.

(d) Continued abuse of non-prescription drugs or alcohol that materially affects the performance of the Manager's duties.

(e) Repeated and protracted unexcused absences from the City Manager's office and duties

D. With Cause Procedure. In order to terminate for cause, the City Council must deliver to the City Manager a written statement of charges and its intent to terminate for cause. Following delivery, the City Manager shall then have ten (10) calendar days to challenge the termination by setting forth his request to challenge in writing. Within such ten (10) day period, the City Manager may also demand a hearing upon the specifications. Failure to submit a written response or demand a hearing within the ten (10) calendar day period constitutes a waiver of the right. If a hearing is demanded, the hearing will be conducted in closed session. The City Manager may produce evidence and argument to the Council. If a written response is submitted but no hearing is demanded, the Council shall review its decision based upon the response. The Council's decision following review of the written response and/or presentation at hearing shall be final and without right of appeal. The City Manager has no reinstatement rights.

E. Suspension. The Council may suspend the City Manager with full pay and benefits at any time, or without pay for a period of up to three weeks, at any time during the term of this Agreement, but only where a simple majority of the Council votes to suspend the City Manager.

F. Leave Balances. On separation from City employment, the City Manager shall be paid for all unused accrued leave balances that either must be paid upon separation under applicable law or under the applicable terms of this Agreement. In the alternative, the City Manager may apply some or all of such leave time to service credit for retirement purposes, if permitted by PERS under applicable laws, rules and regulations. Accumulated leave balances shall be paid at the City Manager's hourly salary rate at the effective date of separation. In the event the City Manager dies while employed by the City under this Agreement, the City Manager's beneficiaries or those entitled to the City Manager's estate, shall be entitled to the City Manager's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances that either must be paid upon separation under applicable law or under the applicable terms of this Agreement.

8. Performance Reviews; Goals, Objectives and Priorities

A. The Council will conduct a review of the City Manager's performance and consider any necessary adjustments to this Agreement at least every six (6) months. The six-month review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the City Manager. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with the City Manager.

B. Within forty-five (45) days of the effective date of this Agreement, the City Council and City Manager shall develop the first set of goals, performance objectives and priorities by which to measure the City Manager's performance. The City Council and the City Manager shall define such goals and performance objectives as they mutually determine are necessary for the proper operation of the City for the attainment of the City Council's policy objectives, and the City Council and the City Manager shall further establish a relative priority among those goals and performance objectives. Such goals, objectives and priorities are subject to adjustment by the Parties at any time.

9. Bonding

The City shall bear the full cost of any fidelity or other bonds required of the City Manager, in the performance of his duties as City Manager.

10. Indemnification.

To the full extent of the law, as provided by the California Torts Claims Act (Government Code Section 810, et seq.), the City shall defend and indemnify the City Manager against all losses sustained by the City Manager in direct consequences of the discharge of the City Manager's duties within the scope of his employment for the period of the City Manager's employment.

11. Modification

Any modification of this Agreement will be effective only if it is in writing and signed by both Parties.

12. 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.

13. Assignment

Neither this Agreement, nor any right, privilege, or obligation of the City Manager hereunder shall be assigned or transferred by him without the prior written consent of the Council. Any attempt at assignment or transfer in violation of this provision shall, at the option of the Council, be null and void and may be considered a material breach of this Agreement.

14. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the City and the City Manager. This Agreement contains all of the covenants and agreements between the Parties with respect to the City Manager's employment by the City in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either Party.

15. 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 any way.

16. Law Governing Agreement

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Riverside County.

17. No Presumption of Drafter

The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof,

based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

18. Survival of Termination

Many sections of this Agreement are intended by their terms to survive the City Manager's termination of employment with the City. Where so intended, these sections shall survive termination of employment and termination of this Agreement.

19. Attorneys' Fees

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover such amount as the court may award as reasonable attorneys' fees and costs.

20. Notices

A. Any notice to be given hereunder by either Party to the other shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the following respective addresses:

Mayor and City Council
City of Coachella
1616 6th Street
Coachella, CA 92236
ATTN: Mayor

Dr. Gabriel Martin
[Address on File at the City]

B. 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, plus two (2) days.

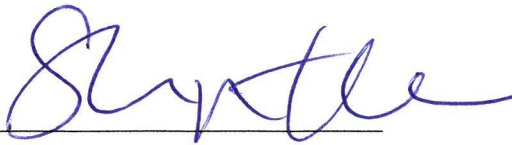
21. Assistance of Counsel


Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain it.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the 26th day of May 2021.

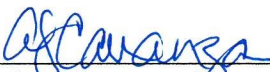
CITY OF COACHELLA:

EMPLOYEE:

By: 
Steven Hernandez, Mayor

By: 
Dr. Gabriel Martin

ATTEST:

By: 
Andrea Carranza, Deputy City Clerk

APPROVED AS TO FORM

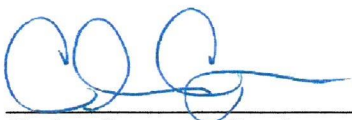
By: 
Carlos Campos, City Attorney

Exhibit "A"
ICMA Code of Ethics

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. We believe professional management is essential to efficient and democratic local government by elected officials.
2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.
3. Demonstrate by word and action the highest standards of ethical conduct and integrity in all public, professional, and personal relationships in order that the member may merit the trust and respect of the elected and appointed officials, employees, and the public.
4. Serve the best interests of the people.
5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.
6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in June 2020.

Exhibit "B"
Confidential Separation and Release

CONFIDENTIAL SEPARATION AGREEMENT AND RELEASE

This Agreement is entered into on _____, 20___, by and between (hereinafter "Employee") and _____ (hereinafter "Employer"). Said parties shall be collectively referred to as the "Parties." Employee is currently employed as an _____ for Employer. During the course of Employee's employment issues arose concerning Employee's availability for continued employment. The Parties mutually desire 'to settle all of their present and possible future differences, disputes, or claims relating to and arising out of the employment and, therefore, the Parties agree as follows:

1. CONSIDERATION AND REVOCATION PERIODS. This Agreement was presented to Employee on _____. Employee has [21 or 45] days to consider, at which time the offer of Agreement is no longer valid. Following execution by Employee, Employee may revoke acceptance of this Agreement, provided Employee does so in a writing which must be hand delivered to Employer's [President] within seven (7) days of the date Employee signs this Agreement.

2. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement ("Effective Date:") will be at 5:01 p.m. on the eighth (8th) day after the Employer receives Employee's signed Agreement, provided Employee has not previously revoked acceptance on or before that date.

3. SEPARATION TERMS. Employee agrees not to contest his separation from employment as of _____, 20___ ("Separation Date") and to release all claims set for herein. Employee agrees that, as of the Separation Date, he will have already returned any and all equipment or other property belonging to Employer. In return, Employer agrees to pay Employee severance pay in the total amount equal to [_____]. This amount is in addition to compensation provided as final wages owed. The severance pay will be paid on Employer's first regular payday following the Effective Date of this Agreement. The payment shall be subject to all lawful deductions and taxes applicable to Employee's wages, and further subject to the terms and conditions contained herein.

4. GENERAL RELEASE. Employee voluntarily and irrevocably releases and discharges Employer and its shareholders, directors, officers, employees, fiduciaries, agents, successors, and assigns (collectively, "Released Parties") from and against any and all individual relief claims,

obligations, debts, demands, judgments, or causes of action of any kind whatsoever, known or unknown, actual or contingent, whether brought at law, in equity or otherwise, based on tort, contract, statute, or on any other basis, which Employee has or may have against any of them or liability they may have to Employee (collectively, "Claims"), which arise from or are related to employee's employment or relationship with the Employer or any other Released Party, Employee's separation from employment from any of them, or any other matter, cause or thing whatsoever which may have occurred involving Employee and any Released Party prior to the date of Employee's acceptance of this Agreement. This release also includes all Claims for equitable relief, actual, compensatory, consequential, punitive, special, multiple, or other damages, expenses (including without limitation attorneys' fees and court costs. This release includes, without limitation, any and all Claims Employee has or may have against the Employer or any other Released Party arising under any federal, state, local, or foreign statute, common or other law, including without limitation those relating to the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, the Civil Rights Acts of 1866, 1871, 1964 and 1991, the Equal Pay Act of 1963, the Employee Retirement Income Security Act of 1974, the Internal Revenue Code of 1986, the Fair Labor Standards Act of 1938, the Family and Medical Leave Act of 1993, the Labor Management Relations Act of 1947, the National Labor Relations Act, the Rehabilitation Act of 1973, the California Labor Code, the California Fair Employment and Housing Act.

5. CIVIL CODE SECTION 1542 WAIVER. Employee agrees that the Released Claims include not only claims presently known to Employee but also include all unknown or unanticipated claims. Employee understands that he may later discover facts different from what they now believe to be true, which if known, could have materially affected this Agreement, but he nevertheless waives any claims or rights based on different or additional facts. Employee knowingly and voluntarily waives any and all rights or benefits that he may now have, or in the future may have, under the terms of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXISTS 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, this Agreement is also intended to include all claims which Employee does not know or suspect to exist at the time this Agreement's execution.

6. NO ACTIONS. Employee affirms that he currently has no action, charge, or administrative claim pending before any court of law, governmental body, or administrative agency, either on the federal or state level. [IF EXISTING CLAIM, CONSIDER STATEMENT OBLIGATING EMPLOYEE TO REQUEST DISMISSAL OR ADVISE EEOC OF SETTLEMENT TO EE'S SATISFACTION]. Employee agrees he will not at any time in the future pursue any employment personnel appeal or internal grievance or file any claim for individual relief with any governmental agency or any court arising out of or in any way related to his employment. Employee affirms that he is unaware of any issue relating to Employer's non-compliance with regulatory obligations, [and Employee undertakes the duty to notify Employer, in writing if such non-compliance becomes known.]

7. RELEASE CARVE OUT. Notwithstanding the provisions of paragraphs 4-6, Employee's released claims shall not include any claims based on obligations created by or reaffirmed in this Agreement, nor shall Employee's released claims include claims which expressly cannot be waived according to California Labor Code Section 2804. Nor shall anything in this Agreement be construed to prohibit Employee from filing a charge with or participating in any investigation or proceeding conducted by the National Labor Relations Board (NLRB), U.S. Equal Employment Opportunity Commission (EEOC), California Department of Fair Employment and Housing (DFEH), or any other governmental agency. Notwithstanding the foregoing, Employee hereby agrees to, and does, waive his right to recover monetary damages in any charge or lawsuit filed by Employee or anyone else on his behalf.

[CONSIDER: DTSA NOTIFICATION: Notwithstanding my confidentiality obligations set forth in Section _____ of this Agreement, I understand that, pursuant to the Defend Trade Secrets Act of 2016, I will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. I understand that in the event it is determined that disclosure of Company trade secrets was not done

in good faith pursuant to the above, I will be subject to substantial damages, including punitive damages and attorneys' fees.]

8. NO RE-EMPLOYMENT. As of the date of this Agreement, Employee has not applied for, sought, or accepted re-employment with Employer. Employee knowingly and voluntarily waives all rights he may have under federal or state law to reinstatement and acknowledges that Employer may, in its discretion, refuse to consider any application for re-employment.

9. NO DEFAMATION. The Employee may not disparage customers, suppliers, or vendors nor may Employee defame Employer, its management, its employees, agents, officers, shareholders, or affiliates. Employee agrees to refrain from making public statements regarding his subjective opinion regarding Employer. This obligation is not intended to prohibit lawful interactions with governmental agencies as referred to in paragraph 7.

10. CONFIDENTIALITY. The Parties acknowledge that they have not discussed or disclosed any of the terms of this Agreement to anyone, except for their attorneys or union representatives. Except as such disclosure may occur to Employee's attorneys or accountants or as otherwise may be required by law, or in response to any subpoena, Employee agrees the terms of this Agreement and all negotiations between the Parties shall be kept strictly confidential and neither the details of the negotiations, the terms of this Agreement, or Employee's subjective opinion relating to the negotiations, the Agreement, or his prior employment may be disclosed to anyone, including without limitation, any person, corporation, or other business entity for any purpose. Should any inquiry be made, the Employee may respond only by indicating that the separation was amicable. Should any inquiry be made about Employee by a prospective employer, Employer's human resources personnel may respond to such questions only by indicating dates of employment, his job title, and his salary at the time of his separation.

If Employee becomes legally compelled by deposition, subpoena, interrogatory, request for documents, or similar legal process, he shall immediately notify the Employer telephonically and confirmed in writing, so that the Employer will have the opportunity to intervene. This obligation is not intended to prohibit lawful interactions with governmental agencies as referred to in paragraph 7.

11. NO ASSIGNMENT. The Parties hereto each warrant that they have made no assignment and will make no assignment of any claim, right of action, or any right of any kind whatsoever

embodied in any of the Released Claims and that no other person or entity of any kind had or has any interest in the same.

12. NO ADMISSION OF LIABILITY. This Agreement is solely for the purpose of compromising on the issue of separation of employment. It does not constitute, nor shall it be construed, as an admission of the truth or validity of any claims asserted. All communications made in conjunction with this Agreement shall be governed and protected in accordance with the Federal Rule of Evidence 408 and California Evidence Code sections 1150, et seq.

13. ENTIRE AGREEMENT. This is the entire Agreement between the Parties pertaining to the separation of employment or any disputes or claims arising during the course of employment, and it supersedes all prior or contemporaneous agreements, negotiations, or discussions, whether oral or written, express or implied. No supplements, modifications, or waivers of this Agreement shall be binding unless executed by written amendment.

14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, including those executed by facsimile, each of which shall be deemed an original but all of which taken together shall constitute one Agreement.

15. ATTORNEYS' FEES. In the event of legal proceedings to enforce the terms of this Agreement, necessary to declare rights hereunder, or as the result of the breach of this Agreement, the prevailing party in any such proceeding shall be entitled to recover from the losing party reasonable costs and attorneys' fees, including but not limited to the out-of-pocket expenses of attorneys and out-of-pocket expenses of experts.

16. NEGOTIATED AGREEMENT. Employee acknowledges and agrees that Employer has recommended use of independent counsel or labor representation, if relevant, throughout all negotiations that preceded the execution of this Agreement. Any choice to forgo such use is of the Employer's own will. This Agreement is the result of arms-length negotiations and expresses the complete, actual, and intended agreement of the Parties.

17. WAIVER & SEVERABILITY. Failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of the same. If any provision is held to be invalid, unenforceable, or void, such provision shall be enforced to the greatest extent

permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places, and circumstances shall remain in full force and effect.

THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT AND ARE SIGNING VOLUNTARILY.

Date: _____, 2021

Gabriel Martin, EMPLOYEE

CITY OF COACHELLA

Date: _____, 2021

By: _____

Mayor