

EMPLOYMENT AGREEMENT

For the Position of

CITY MANAGER

This Employment Agreement for the Position of City Manager (“Agreement”) is made and entered into this 11th day of February, 2025, by and between the CITY OF RIALTO (“**CITY**”), a California municipal corporation and general law city, and TANYA WILLIAMS (“**WILLIAMS**”), an individual, on the following terms and conditions set forth below. Both CITY and WILLIAMS may individually be described as a “Party” or jointly described as the “Parties.”

RECITALS

A. CITY desires to employ the services of WILLIAMS as its City Manager, to carry out the duties and responsibilities of City Manager as defined herein and in the Rialto Municipal Code (“RMC”).

B. WILLIAMS desires to accept employment as City Manager in consideration of, and subject to, the terms, conditions, and benefits set forth in this Agreement.

C. CITY has selected WILLIAMS after an extensive competitive recruitment process, including review of resumes and related materials from numerous potential applicants, and an interview with the full City Council.

OPERATIVE PROVISIONS

In consideration of the terms, conditions, promises and agreements herein, the Parties agree as follows:

1. Position and Duties.

1.1 Position. WILLIAMS accepts employment with CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. WILLIAMS shall provide City Manager services at the direction and under the supervision of the City Council. It is the intent of the parties that the City Manager shall keep the City Council fully informed of all significant ongoing operations of CITY. Toward that end, WILLIAMS shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide status reports to the City Council on her activities and those of CITY. WILLIAMS shall not be absent for more than two (2) working days without prior written notice to the City Council and reasonable justification. WILLIAMS shall provide the City Council with reasonable advance written notice of absences due to vacation or use of administrative leave, and shall obtain prior approval from Council for planned absences due to vacation or administrative leave of more than fourteen (14) consecutive working days. Absences that are not in compliance

with these provisions shall be considered unauthorized absences or leaves for the purpose of Section 3.2.

1.2 Commencement Date / Period of Employment. The Parties agree that this Agreement shall commence and will be effective as of February 11, 2025, provided that and subject to, approval of the Agreement by CITY's City Council, execution of the Agreement by WILLIAMS and CITY's Mayor. WILLIAMS shall serve as City Manager for a nominal term of five (5) years subject to either of the parties terminating the Agreement as provided in Section 3 [Termination] of this Agreement. In the event that none of the foregoing has occurred within the five (5) year term, then this Agreement shall automatically expire unless the parties mutually agree, by written amendment of this Agreement approved by the City Council and executed by WILLIAMS and CITY's Mayor, to extend the term for a further stated period of time. At least sixty (60) days prior to commencement of the fifth (5th) year of this Agreement, the City Council shall provide written notice to WILLIAMS of its intention to extend the term of this Agreement by a subsequent term of five (5) years, or such other term as mutually agreeable to the Parties, and in the absence thereof the term will expire at the end of the fifth (5th) year without renewal, unless a new agreement is mutually approved by the Parties.

1.3 At-Will. WILLIAMS acknowledges that she is an at-will employee of CITY who shall, at all times, serve at the pleasure of the City Council during the period of her service hereunder. The terms of CITY's competitive service program (RMC § 2.50.060 and Ordinance No 1591), CITY's personnel rules, policies, procedures, ordinances, resolutions, memorandums of understanding, or collective bargaining agreements (collectively "Personnel Policies"), except as otherwise specifically provided in this Agreement to the contrary, shall not apply to WILLIAMS, and nothing in this Agreement is intended to, or does, confer upon WILLIAMS 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 her employment as City Manager, except as is expressly provided in Section 3 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of WILLIAMS as City Manager as provided in Section 3 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of WILLIAMS to resign at any time from the position of City Manager with CITY, subject only to the provisions set forth in Section 3 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and WILLIAMS, as set forth in Section 3 [Termination] below.

1.4 Duties. WILLIAMS shall serve as CITY's City Manager and shall be vested with the powers, duties and responsibilities of the City Manager set forth in Chapter 2.04 of the RMC, as may be amended from time to time, the terms of which are incorporated herein by reference, and as set forth in the Job Description for the position of City Manager (formerly city administrator) attached hereto and incorporated hereby by reference as Exhibit "A". Any conflict between rights, obligations, duties or terms in this Agreement and Chapter 2.04 of the RMC shall be resolved in favor of this Agreement. It is the intent of the City Council that WILLIAMS act as City Manager of CITY's organization. Without

additional compensation, WILLIAMS shall provide such other services as are customary and appropriate to the position of City Manager, including serving as the Executive Director of the Successor Agency to the Rialto Redevelopment Agency, the Rialto Utility Authority and Rialto Housing Authority, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the RMC. WILLIAMS shall devote her best efforts and full-time attention to the performance of these duties.

1.5 Hours of Work. WILLIAMS shall devote the time necessary to adequately perform her duties as City Manager. The Parties expect that a minimum of forty (40) hours per week during regular business hours, as well as additional time outside of the normal business hours, will be required to satisfy this requirement. Toward that end, WILLIAMS shall be allowed reasonable flexibility in setting her own office hours, provided the schedule of such hours delivers adequate availability to the City Council, CITY staff, and members of the community during normal CITY business hours and for the performance of her duties and of CITY business. The position of City Manager shall be deemed an exempt position under California wage and hour law and under the federal Fair Labor Standards Act. WILLIAMS's compensation (whether salary or benefits or other allowances) is not based on hours worked and WILLIAMS shall not be entitled to any compensation for overtime.

1.6 Regional and Professional Activity. The City Council desires WILLIAMS to be reasonably active in national, statewide, regional and professional organizations that will contribute to the City Manager's professional development and standing and that will contribute to the advancement of CITY's interests and standing. Toward that end, WILLIAMS may, upon advance approval by the City Council, undertake such activities as are directly related to her professional development and that advance the interests and standing of CITY. These activities may include, without limitation, participation in the Cal Cities, the International City/County Management Association, and/or other similar national, statewide, regional or professional organizations, provided that such activities do not in any way interfere with or adversely affect WILLIAMS's employment as City Manager or the performance of WILLIAMS's duties as provided herein and have been approved in advance by the City Council. CITY agrees to budget and pay for the dues and subscriptions of the City Manager necessary for WILLIAMS's participation in national, statewide, regional and professional organizations that have been approved by the City Council. CITY agrees to reimburse, as provided in Section 1.8 [Reimbursement] of this Agreement, WILLIAMS's reasonable and necessary travel, business and subsistence expenses for the activities described herein, except for the periodic teaching assignments described above which shall be undertaken at WILLIAMS's own expense.

1.7 Other Activity. In accordance with Government Code Section 1126, during the period of her employment, WILLIAMS 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 1.6 [Regional and Professional Activity]), whether or not to 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 WILLIAMS's duties as City Manager.

1.8 Reimbursement. CITY shall reimburse WILLIAMS for reasonable and necessary travel, subsistence and other business expenses incurred by WILLIAMS in the performance of WILLIAMS's duties as City Manager. All reimbursements shall be subject to and in accordance with California law and CITY's adopted Employee Reimbursement Policy.

2. Compensation.

2.1 Base Salary. WILLIAMS shall receive an annual base salary of Three Hundred Fifty-Nine Thousand One Hundred Ninety-Five dollars and zero cents (**\$359,195.⁰⁰**) paid on a pro-rated basis according to the bi-weekly payroll schedule in place for CITY employees. Such base salary shall be subject to normal and proper withholdings as determined by state and federal law and as determined appropriate by the CITY and shall be subject to payroll taxes, workers' compensation and other payroll-related liability costs.

2.2 Salary Separation. WILLIAMS agrees to defer negotiation of any minimum percentage separation between WILLIAMS's base salary from the base salary of the next most highly compensated exempt employee until completion of WILLIAMS's first full year of employment or upon completion of her first annual performance evaluation by the City Council whichever is the first to occur. Any salary separation awarded shall be at the sole discretion of the City Council.

2.3 Adjustments to Compensation. WILLIAMS shall annually receive the same cost of living adjustment ("COLA") which the City Council approves for the executive / management employees. Any adjustment in compensation other than the aforementioned COLA, including base salary, merit increases, or other compensation shall be solely at the discretion of the City Council. Adjustments to WILLIAMS's compensation are not governed by or subject to CITY's Personnel Policies. All adjustments in compensation, other than the aforementioned COLA, are subject to approval by the affirmative vote of at least three (3) members of the City Council voting on the item at a duly noticed and agenda'd public meeting. Adjustments to compensation, other than the aforementioned COLA, are also subject to WILLIAMS's satisfactorily completing, in the determination of the City Council, the annual performance evaluation described in Section 2.6.

2.4 Educational Reimbursement. The City agrees to reimburse WILLIAMS up to two thousand five hundred dollars (\$2,500) per fiscal year for expenses for tuition and books for career-related courses at an accredited college or university after normal work hours for which WILLIAMS achieves a passing grade. Reimbursement shall be payable only after successful completion of course(s) and upon submittal of a written request for reimbursement being forwarded to the Human Resources Department within ninety (90) days of completion of course requirements.

2.5 Educational Incentive. WILLIAMS shall be entitled to receive educational incentive pay, which is not part of, and is in addition to, WILLIAMS's base salary, as detailed in the CITY's 2024 Executive Employees' Benefits Profile as adopted and approved by CITY Resolution 8234 ("Executive Benefit Profile") as may be amended or

succeeded from time to time by CITY. Accordingly, WILLIAMS shall receive an additional seven and one-half percent (7.5%) of WILLIAMS's regular base salary as an educational incentive which shall be the same as provided to Executive Management employees by CITY. The educational incentive shall be reported to CalPERS as special compensation in accordance with Government Code Section 20636(c)(2) and Title 2, California Code of Regulations Section 571(a)(2).

2.6 Annual Performance Evaluation and Establishment of Goals. Within a reasonable time after her appointment as City Manager, the City Council will establish performance objectives and goals for WILLIAMS against which her performance will be measured. Such objectives and goals shall be reasonably attainable within the time frame established by the City Council and within the CITY's approved annual budget. The City Council will conduct and complete an annual performance evaluation of WILLIAMS by the end of July of each succeeding year and as part of such evaluation will review the most recent goals and objectives and agree upon new goals and objectives for the succeeding evaluation period.

3. Benefits.

3.1 Benefit Group. CITY intends to provide WILLIAMS benefits generally consistent with those provided to members of the CITY's Executive Management Team employees in accordance with section 1.01 of the Executive Benefits Profile, except as expressly stated herein to the contrary.

3.2 Health Insurance.

(a) Active Employment. WILLIAMS shall be provided with a Cafeteria Plan, which will be administered by the CITY pursuant to Section 125 of the Internal Revenue Code. CITY's contribution to the Cafeteria Plan will be one hundred percent (100%) of the Health and Dental insurance premiums for WILLIAMS and eligible dependents, consistent with the Executive Benefits Profile.

(b) Opt-out provision. WILLIAMS may opt to not receive (or otherwise purchase) the active employment health insurance, or any portion or benefit thereof, as stated in paragraph 3.2(a) above, and instead receive an in-lieu payment of up to one thousand one hundred dollars (\$1,100) per month deposited into WILLIAMS's 401(a) deferred compensation account. Documentation is required to verify that the employee is receiving group insurance outside of the City before WILLIAMS may opt out of the Cafeteria Plan. Then, WILLIAMS shall receive up to \$1,100 per month.

(c) Health Insurance Upon Retirement. WILLIAMS will receive benefit coverage for WILLIAMS and her dependent(s), the same as during active employment as stated in the Executive Benefits Profile. If WILLIAMS is terminated or retires without getting another job and files for retirement with CalPERS, with CITY being the last employment agency, CITY shall pay WILLIAMS's health insurance coverage the same as during active employment, in accordance with the Executive Benefits Profile.

3.3 Income Protection Insurance. CITY shall pay for income protection insurance coverage consistent with the coverage provided to the CITY's Executive Benefit Profile.

3.4 Life Insurance.

(a) Active Employment. CITY will pay one hundred percent (100%) of the premium for WILLIAMS and dependent General Universal life insurance coverage contracted by CITY. The benefit coverage under such program is as follows:

Employee	\$300,000
Spouse	\$25,000
Children	\$ 5,000

WILLIAMS shall control the designation of any and all beneficiaries.

(b) Life Insurance Upon Retirement. WILLIAMS expressly agrees, despite language in the Executive Management Benefits Profile to the contrary, that her right to receive City-paid post-retirement Life Insurance shall become vested only after completion of five (5) consecutive years of service as CITY's City Manager. WILLIAMS will receive benefit coverage for WILLIAMS and her dependent(s), the same as during active employment as stated in the Executive Management Benefits Profile, except for the vesting period required above. If WILLIAMS retires from CITY employment prior to the three year vesting period WILLIAMS shall reimburse CITY for CITY's contributions, less the PEMHCA required minimum amount CITY contribution amount. If WILLIAMS retires after the vesting period required above CITY shall pay WILLIAMS's Life Insurance premiums the same as during active employment, consistent with the Executive Benefits Profile.

3.5 Long-Term Disability Insurance. CITY will pay one hundred percent (100%) of the premium for long-term disability insurance for WILLIAMS consistent with the coverage provided to the CITY's Executive Benefits Profile.

3.6 Eye Care. CITY shall pay up to three hundred dollars (\$300) per fiscal year for an eye examination and/or prescription eyeglasses or contact lenses for WILLIAMS only. This benefit will be on a reimbursement basis. WILLIAMS shall have the option of applying the three hundred dollars (\$300) per fiscal year towards payment of the premium for a vision policy.

3.7 Workers' Compensation Insurance and Sick Leave. WILLIAMS may use accumulated but unused sick leave while on an absence due to an industrial injury in addition to any worker's compensation payment; the combination of the two shall not exceed one hundred percent (100%) of WILLIAMS's base salary.

4. Retirement Benefits.

4.1 Benefit Formula and Employee Contribution. CITY intends to maintain its current retirement plan with the State of California's Public Employees Retirement System ("CalPERS") and to include WILLIAMS thereunder as a PEPR member under CalPERS

2% at 62 retirement formula for miscellaneous employees with Level 4 Survivor Benefits. WILLIAMS is considered a “new member” (as defined in Government Code Section 7522.04(f), or its successor), WILLIAMS shall pay eight percent (8%) of her salary towards the employer’s share of CalPERS contributions. Following any required contract amendments with CalPERS, contributions made by WILLIAMS described above that are towards the employer's share shall be in accordance with IRS Code Section 414(h)(2) (or its successor) whereby employee contributions to the employer’s share of CalPERS are tax deferred (not subject to taxation until time of constructive receipt) so long as allowed by applicable law.

4.2 CalPERS COLA. The CITY contracts with CalPERS to provide (up to) a two percent (2%) COLA for miscellaneous member retirees.

4.3 Deferred Compensation. WILLIAMS will have access to the 401A, Money Purchase Pension Plan and Trust, subject to City Council modification of the plan as authorized by federal and state laws. Once WILLIAMS has completed three full and continuous years of employment with CITY as its City Manager, CITY shall contribute seven hundred fifty dollars (\$750) per month towards WILLIAMS’s deferred compensation plan.

5. Vacation and Leave.

5.1 Vacation. Upon the Commencement Date, WILLIAMS shall accrue vacation leave consistent with the accrual rate provided to the CITY’s Executive Team Management employees up to 240 hours of vacation leave per calendar year on a per pay period basis (9.23 hours per pay period). WILLIAMS may accrue a maximum of six hundred (600) hours as of June 30th, of any fiscal year. WILLIAMS shall cease to accrue vacation leave at such time the maximum vacation leave is reached, until WILLIAMS either cashes out on leave or uses leave below the maximum leave amount.

5.2 Sick Leave. WILLIAMS shall accumulate sick leave at the rate of ten (10) hours per month or one hundred and twenty (120) hours per fiscal year. Upon commencement of employment, WILLIAMS shall receive an initial bank of one hundred twenty (120) hours of sick leave. Should WILLIAMS separate from CITY service due to retirement, resignation, layoff or death, she shall be paid one hundred percent (100%) of her accumulated and unused sick leave at her then-current hourly rate at separation, less one hundred twenty (120) hours.

5.3 Administrative Leave. Upon the commencement date, WILLIAMS will be credited with one hundred forty (140) hours Administrative Leave per fiscal year credited on July 1st of each fiscal year. Accrual of Administrative Leave hours is capped at one hundred forty (140) hours total. For the basis of recording usage of administrative leave, WILLIAMS shall be considered being on a forty (40) hour work week.

5.4 Cash Out of Vacation and Sick Leave. WILLIAMS shall be eligible to cash out up to two hundred (200) hours of Vacation and/or Sick Leave, combined each fiscal year. The cash-out may be taken in any increment amount up to either the above-stated

maximum cash out amount or the then accrued and unused amount, whichever is the lesser, at any time during the fiscal year. The cash-out of leave will be based on WILLIAMS's then current base salary rate at the time of cash out, including any special compensation.

5.5 Bereavement Leave. In the event WILLIAMS is absent from work by reason of a death in the immediate family, WILLIAMS may be allowed a leave of absence with pay. WILLIAMS may be allowed up to three (3) cumulative working days, thirty (30) hours, per occurrence for in-state services and up to five (5) cumulative working days, fifty (50) hours, per occurrence for out-of-state services. Such leave will not be deducted from WILLIAMS's sick leave. Bereavement leave is not eligible to be cashed out.

5.6 Holidays. EMPLOYEE shall be entitled to those holidays granted to CITY employees, which consist of the following:

- New Year's Day
- Martin Luther King Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

5.7 Holiday Closure. During the week of Christmas Eve through New Year's Day, CITY offices will be closed. WILLIAMS may utilize accrued administrative leave, or vacation, in addition to the actual holidays, in order to receive full pay for the week. Holidays that fall on a Friday or Saturday will be observed on the preceding Thursday; holidays that fall on a Sunday will be observed the following Monday.

6. Miscellaneous Benefits.

6.1 Assigned City Take-Home Vehicle. During the period of employment, CITY will provide WILLIAMS with a CITY-owned vehicle assigned to her for her business use, including travel to and from her residence to work, but not including personal use, except for incidental personal use during work hours or during commute times. CITY shall pay for all eligible fuel costs, premiums for a policy of auto liability coverage, and regular maintenance and repair and shall otherwise keep the vehicle in good working condition. WILLIAMS shall obey all traffic laws relating to operation of motor vehicles and shall use due care and caution in its operation and report any damage to the Take-Home Vehicle or accident involving the Take-Home Vehicle promptly to CITY risk management. WILLIAMS shall be responsible for damage, including costs of repair, to the Take Home Vehicle caused by negligence or violation of state law.

6.2 Rialto Fitness Center. WILLIAMS and her spouse shall be allowed free use of the Rialto Fitness Center during normal operating hours as long as CITY has managerial control of the facility. WILLIAMS and her spouse shall adhere to the same regulations regarding reservations and the use and care of the facilities as the general public.

6.3 Jury Duty. WILLIAMS may be absent with pay for jury duty subject to CITY's miscellaneous Leave with Pay Policy. WILLIAMS shall not be required to remit to City jury fee, per diem, or mileage expenses received from the County, State, or Federal Court systems.

6.4 Related Business Equipment. CITY shall supply WILLIAMS with a cell phone, and such personal data device as is currently in use within the city (e.g. cell phone, PDA or similar device), and if requested by WILLIAMS, a portable computer (inclusive of office docking station) for WILLIAMS's exclusive business use. In addition, at WILLIAMS's option, and in recognition of the fact WILLIAMS may be required to perform job-related duties outside the office and/or her home, City agrees that it will provide either a CITY-owned computer for CITY business conducted at her home or such upgrades as are necessary to her personal computer system in order to maintain compatibility with CITY-owned and operated technology and systems.

7. Termination.

7.1 By Employee Not-for-Cause. WILLIAMS may terminate this Agreement for any reason, and at any time, with or without cause, by providing CITY with thirty (30) days prior written notice thereof, notwithstanding anything to the contrary contained in or arising from any Personnel Policies or past CITY practices relating to the employment, discipline, or termination of its employees.

7.2 By CITY Not-for-Cause. Subject to RMC Section 2.04.050.C, and an affirmative vote of at least three (3) members of the City Council, the CITY may terminate this Agreement for any reason, and at any time, without cause, by providing WILLIAMS with thirty (30) days prior written notice thereof, notwithstanding anything to the contrary contained in or arising from any Personnel Policies or past CITY practices relating to the employment, discipline, or termination of its employees. WILLIAMS expressly waives any rights provided under the City Personnel Policies, Municipal Code or under any state or federal law, to the extent legally allowable, to any form of pre- or post- termination hearing, appeal or other administrative process. CITY has the right to immediately place WILLIAMS on paid administrative leave and such leave time shall count toward the thirty (30) day notice period. In the event CITY terminates the Agreement not-for-cause, and provided that (i) WILLIAMS does not challenge the termination, including but not limited to by means of appeal or civil or administrative action, and (ii) timely and fully executes the Separation Agreement attached hereto as "Exhibit B", then CITY shall pay WILLIAMS a lump sum equal to the lesser of either six (6) months of WILLIAMS's then base salary amount, or the number of full months remaining in the term of the Agreement multiplied by her then base salary amount ("**Severance**"). Severance does not include any accrued but unpaid salary, less applicable deductions, deferred compensation, benefits or any accrued compensable

leave to which WILLIAMS may otherwise be entitled to under the law. Pursuant to Government Code Section 53260, the maximum cash settlement for the termination of the Agreement may not exceed the base salary multiplied by the number of months (not to exceed 18) remaining on the Agreement. For the purpose of this Agreement, the Parties have agreed that the maximum number of months to be used for calculation of the Severance payment shall be six (6) months.

7.3 By CITY for Cause. CITY may immediately terminate this Agreement at any time by providing WILLIAMS with written notice of her termination for cause. No Severance or any further salary shall be paid in the event WILLIAMS's employment is terminated for cause except for any accrued but unpaid salary, less applicable deductions, deferred compensation, benefits or any accrued compensable leave to which WILLIAMS may otherwise be entitled to receive under the law. For purposes of this Agreement, cause for termination shall be deemed to exist where: (1) WILLIAMS is formally charged by the appropriate prosecuting agency with any of the following criminal conduct: theft or attempted theft from the City; fraud or other type of criminal dishonesty; misuse or misappropriation of public funds; assault, battery or other criminal physical injury to another person; any felony; solicitation, prostitution, or other sexually oriented crime; or for violating Government Code Sections 1090 et seq. and/or Section 53243.4; (2) WILLIAMS is fined by the Fair Political Practices Commission for a violation of the Levine Act, Political Reform Act or FPPC Regulation in an amount equal to or in excess of one thousand five hundred dollars (\$1,500); (3) an independent investigation sustains that WILLIAMS engaged in discrimination or harassment of an official, officer, employee or agent of CITY or a third party while conducting City business; (4) violation of the City's Municipal Code; (5) unauthorized absence or leave in violation of section 1.1; (6) use or possession of illegal drugs; (7) material breach of this Agreement; (8) material acts of dishonesty; (9) material failure to disclose information regarding the business or operation of the City that hinders or impairs the City Council's ability to make informed decisions on projects, policies or legislative actions; or (10) material failure to follow clear and legal directives of a majority of the City Council provided in a duly noticed public meeting, including closed session. WILLIAMS expressly waives any rights provided for Administrative Personnel under CITY's Personnel Policies, any rights provided for the City Manager or Administrative Personnel under the RMC or under State or Federal law to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination, except when WILLIAMS has a California or federal constitutional right to a name-clearing hearing.

7.4 Termination Obligations. WILLIAMS agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined in Section 8), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by her incident to her employment belongs to CITY and shall be returned promptly to CITY upon termination of WILLIAMS's employment. WILLIAMS's obligations under this subsection shall survive the termination of her employment and the expiration of this Agreement.

7.5 Benefits Upon Termination. All benefits to which WILLIAMS is entitled under this Agreement shall cease upon WILLIAMS's termination in accordance with this Section

3, unless expressly continued either under this Agreement, under any specific written policy or benefit plan applicable to WILLIAMS, or unless otherwise required by law.

7.6 Reimbursement Under Certain Circumstances. WILLIAMS acknowledges that Government Code Sections 53243 through 53243.4, inclusive, may require WILLIAMS to reimburse CITY for certain payments made by CITY to WILLIAMS during the term of her employment with CITY should she be convicted of a crime within the meaning of Section 53243.4.

8. Proprietary Information.

“Proprietary Information” is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of their employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of CITY’s organization, and all Proprietary Information so known only through improper means, shall be deemed “Confidential Information.” During her employment with CITY, WILLIAMS shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform her job responsibilities under this Agreement. Following termination, WILLIAMS shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. WILLIAMS’s obligations under this Section shall survive the termination of her employment and the expiration of this Agreement.

9. Conflict Of Interest.

WILLIAMS represents and warrants to CITY that she presently has no interest, and represents that she will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of her services under this Agreement.

10. General Provisions.

10.1 Vehicle Operation. WILLIAMS shall operate any vehicle used in connection with the performance of her duties as City Manager in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile driver’s license during the period of employment.

10.2 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in WILLIAMS’s personnel file. WILLIAMS agrees to notify CITY in writing of

any change in her address during her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:

City of Rialto
150 S. Palm Ave.
Rialto, California 92376
Attn: Mayor and City Council

City Manager's Address:

[Deliver to last updated address in
personnel file.]

10.3 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Gov. Code § 810 et seq.], CITY will indemnify, defend, and hold WILLIAMS harmless from and against any claim, action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during WILLIAMS's tenure as City Manager ("Matters"). This indemnification obligation shall survive expiration and termination of this Agreement only as to those Matters occurring during the term of the Agreement, but for which the corresponding claim, action, demand, suit, monetary judgment or other legal or administrative proceeding occurs or continues after the expiration or termination of this Agreement.

10.4 Bonding. The CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

10.5 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of WILLIAMS's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of WILLIAMS, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to WILLIAMS and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

10.6 Amendments. This Agreement may not be amended except in a written document signed by WILLIAMS, approved by the City Council, and signed by CITY's Mayor.

10.7 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

10.8 Assignment. WILLIAMS shall not assign any rights or obligations under this Agreement.

10.9 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

10.10 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

10.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in San Bernardino County, State of California.

10.12 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

10.13 Acknowledgment. WILLIAMS acknowledges that she has had the opportunity to consult legal counsel in regard to this Agreement, that she has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and WILLIAMS has signed and executed this Agreement, as of the date first indicated above.

CITY MANAGER

CITY OF RIALTO

Tanya Williams, City Manager

Joe Baca, Mayor

ATTEST:

APPROVED AS TO FORM:
Burke, Williams & Sorensen, LLP

Barbara McGee, City Clerk

Eric S. Vail, City Attorney

EXHIBIT "A"

City Manager Job Description

City Manager

Bargaining Unit: City Manager Contract

Class Code: 1001

CITY OF RIALTO

Established Date: Jan 17, 2021

Revision Date: Jan 17, 2021

CLASSIFICATION DEFINITION/ DISTINGUISHING CHARACTERISTICS:

DEFINITION

Under policy direction, serves as the Chief Administrative Officer of the City designated to plan, direct, manage and oversee the activities and operations of the City of Rialto; to administer City functions through departmental management staff; to oversee the City's expenditures and revenues to ensure fiscal soundness; to serve as Executive Director of the Redevelopment Agency; to coordinate City activities with outside agencies, civic groups, inter-governmental agencies, public and private organizations, and City residents; and to provide complex administrative support to the cities elected officials.

DISTINGUISHING CHARACTERISTICS

The City Manager is the highest administrative management level position in the City and has responsibility for the administrative operation of all City departments, which may include developing, recommending, and implementing policies, program planning, fiscal management, administration, and operations of all City functions and services. The incumbent is responsible for accomplishing the City's goals and objectives and for ensuring that the citizens are provided with desired and mandated services in an effective and cost-efficient manner.

SUPERVISION RECEIVED AND EXERCISED

- Receives policy direction from the Mayor and City Council.
- Exercises direct supervision over management, supervisory, professional and clerical staff.

ESSENTIAL FUNCTIONS & RESPONSIBILITIES:

ESSENTIAL FUNCTION STATEMENTS--*Essential responsibilities and duties may include, but are not limited to, the following:*

1. Assume full management responsibility for all City operations; administer City functions through departmental management staff; serve as Executive Director of the Redevelopment Agency; recommend and administer policies and procedures.
2. Direct the development and implementation of the City's goals, objectives, policies and priorities; coordinate long- and short-term organizational studies on City issues.
3. Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
4. Plan, direct and coordinate, through department heads, the work plan for the City; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with management staff to identify and resolve problems.
5. Assess and monitor work load, administrative support systems and internal reporting relationships; identify opportunities for improvement.
6. Select, motivate and evaluate management personnel; resolve personnel concerns and issues; maintain the City's recruitment and classification program; meet with union representatives as necessary; coordinate, and encourage employee development and training.
7. Oversee the development and administration of the City budget; approve the forecast of funds needed for staffing, equipment, materials and supplies; oversee expenditures and revenues to ensure fiscal soundness; approve expenditures and implement budgetary adjustments as appropriate and necessary.
8. Explain, justify and defend City programs, policies and activities; negotiate and resolve sensitive and controversial issues.
9. Represent the City to all departments and outside agencies; coordinate City activities with those of other cities, counties, outside agencies and organizations.
10. Meet with business leaders in the community to coordinate and develop economic development strategies and programs.
11. Provide staff assistance to the City Council; prepare and present staff reports and other necessary correspondence.
12. Provide staff support to assigned boards and commissions.
13. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of municipal program management and administration.
14. Respond to and resolve difficult and sensitive citizen inquiries and complaints.
15. Perform related duties and responsibilities as required.

QUALIFICATIONS:

Knowledge of:

- Operations, services and activities of a large municipality.
- Advanced principles and practices of public administration and policy development.
- Laws of California governing municipal operations.
- Legal guidelines and standards which impact City operations.
- Funding sources for City programs.
- Principles and practices of governmental accounting and public finance.
- Principles and practices of economic development.
- Principles and practices of program development and administration.
- Methods of analyzing, evaluating and modifying administrative procedures.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training and performance evaluation.
- Pertinent Federal, State and local laws, codes and regulations.

Ability to:

- Manage and direct the operations, services and activities of a major municipality.
- Plan, organize and direct the work of lower level staff.
- Select, supervise, train and evaluate staff.
- Delegate authority and responsibility.
- Identify and respond to community and City Council issues, concerns and needs.
- Develop and administer City-wide goals, objectives and procedures.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Research, analyze and evaluate new service delivery methods and techniques.
- Interpret and apply Federal, State and local policies, laws and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Maintain mental capacity which allows for effective interaction and communication with others.
- Maintain physical condition appropriate to the performance of assigned duties and responsibilities.

- Maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, writing and operating assigned equipment.

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

- Seven years of increasingly responsible experience in municipal government, including five years of management responsibility.

Training:

- Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, business administration or a related field.

SUPPLEMENTAL INFORMATION:

Application Procedure:

A City application form and supplemental questionnaire (if applicable) MUST be submitted and received by the closing date. Please apply online at www.yourrialto.com. All other employment inquiries can be directed to The City of Rialto, Human Resources Department, 246 S. Willow, Rialto, CA 92376. Telephone: (909) 820-2540.

Selection Process:

WILLIAMSs must clearly demonstrate through their application material that they meet the employment standards outlined above. All properly completed applications will be reviewed, and the most appropriately qualified individuals will be invited to continue in the selection process. Examinations for the positions may consist of any combination of written, performance, and oral exams to evaluate the applicant's skills, training, and experience for the position. Successful applicants will be placed on an eligibility list. The City may also merge lists. The selected WILLIAMS(s) must successfully complete pre-employment clearances which may include a physical, drug screen, and fingerprinting.

Veterans Preference Credit Eligibility:

Veterans of the armed forces, who have been discharged or released from active duty under conditions other than dishonorable (Gov. Code § 18540.4), shall receive an additional five (5) points to their final examination score for ranking purposes only. This

preference will apply only to the first appointment to any regular full-time City appointment. A copy of your valid DD214 must be submitted on or before the final filing date in order to be eligible for Veterans Preference Credit. For more information, please see the City's Veteran's Preference Policy.

E-Verify:

The City of Rialto is an E-Verify employer. E-Verify is an internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of newly hired employees in the United States.

PHYSICAL AND MENTAL DEMANDS:

Physical Demands

While performing the duties of this job, the employee is regularly required to sit, walk, and stand; talk and hear; use hands to finger, handle, feel, or operate objects, tools or controls; reach with hands and arms; perform repetitive movements of hands or wrists; climb or balance on ladders or stairs; stoop, kneel, and bend at the waist; crouch or crawl; and smell. The employee is frequently required to lift up to 25 pounds unaided.

Specific vision abilities required for this job include close vision, distance vision, use of both eyes, depth perception, color vision, and the ability to adjust focus.

Mental Demands

While performing the duties of this class, an employee uses written and oral communication skills; reads and interprets data, information, and documents; analyzes and solves problems; uses math, and mathematical reasoning; observes and interprets people, and situations; learns and applies new information and skills; performs highly detailed work; deals with changing deadlines, constant interruptions, and multiple concurrent tasks; and interacts with others encountered in the course of work.

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT:

Physical Conditions

Essential functions may require maintaining physical condition necessary for sitting for prolonged periods of time.

The work environment characteristics described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee works under typical office conditions with exposure to computer screens, and the noise level is usually quiet.

COMPLIANCE STATEMENTS:

Application Procedure:

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Exhibit "B"

SEPARATION AGREEMENT

1. PARTIES.

This Separation Agreement (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Rialto, a municipal corporation (hereinafter referred to as "CITY"), and WILLIAMS, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS.

- 2.1 EMPLOYEE was hired by CITY as its permanent City Manager, to serve at the pleasure of the City Council, as of _____ that Employment Agreement for the Position of City Manager, dated _____ ("EMPLOYMENT AGREEMENT").
- 2.2 CITY and EMPLOYEE desire that EMPLOYEE resign and enter into this AGREEMENT, whereby EMPLOYEE receives severance compensation in exchange for executing this AGREEMENT including a general release and waiver of any and all claims that EMPLOYEE may have against CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of WILLIAMS. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under EMPLOYMENT AGREEMENT.
- 2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's postemployment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION.

- 3.1 EMPLOYEE shall receive payment at the time of her voluntary separation all earned salary, accrued fringe benefits as detailed in the CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or the EMPLOYMENT AGREEMENT or any other agreement with CITY.

- 3.2 In exchange for the waivers and releases set forth herein, CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and _____ cents (\$_____.00), as set forth in the EMPLOYMENT AGREEMENT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.
- 3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of the EMPLOYMENT AGREEMENT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code Sections 12900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of

1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA.

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, unless the waiver is knowing and voluntary. By entering into this AGREEMENT, EMPLOYEE acknowledges that she knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights she may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, her rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims she currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights she may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of her own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that she should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, her counsel of choice, and that she does not need any additional time within which to review and consider this AGREEMENT;

- (g) EMPLOYEE has seven (7) days following her execution of this AGREEMENT to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS.

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code Section 1542 reads as follows:

"General Release--Claims Extinguished"

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

EMPLOYEE hereby waives the protection of California Civil Code Section 1542.

6. WAIVER OF ADDITIONAL CLAIMS.

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES.

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

- 7.1 Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

- 7.2 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.
- 7.3 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.
- 7.4 Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT.

This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

- 7.5 Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against CITY or CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.
- 7.6 Indemnification: EMPLOYEE agrees to indemnify and hold harmless CITY or CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that she shall be exclusively liable for the payment of all taxes for which she is responsible, if any, as a result of her receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax

obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

- 7.7 Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide CITY with consultation services (including deposition or trial testimony) in any litigation involving CITY which is reasonably related to acts or occurrences transpiring during her employment. Said services shall be provided as needed by CITY at a rate of \$100.00 per hour.
- 7.8 Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of her employment with CITY.
- 7.9 No Pending Claims and/or Actions: EMPLOYEE represents that she has not filed any complaints or charges against CITY or CITY PARTIES with any local, state or federal agency or court; that she will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against CITY or CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, she will request such agency or court to withdraw from the matter forthwith.
- 7.10 Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.
- 7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.
- 7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further

represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS.

- 8.1 No Admission: Nothing contained herein shall be construed as an admission by CITY of any liability of any kind. The CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.
- 8.2 Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.
- 8.3 Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.
- 8.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.
- 8.5 Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.
- 8.6 Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.
- 8.7 Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.
- 8.8 Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with

other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City Clerk
City of Rialto
150 South Palm Avenue
Rialto, California 92376

IN WITNESS WHEREOF, CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

Dated: EMPLOYEE

WILLIAMS

Dated: CITY

ATTEST:

Barbara McGee, City Clerk

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

Eric S. Vail, City Attorney