



**SPECIAL MEETING AGENDA  
OF THE  
ARVIN CITY COUNCIL / SUCCESSOR AGENCY TO THE  
ARVIN COMMUNITY REDEVELOPMENT AGENCY / ARVIN HOUSING  
AUTHORITY / ARVIN PUBLIC FINANCING AUTHORITY**

**TUESDAY AUGUST 16, 2022 6:00p.m.**

**CITY HALL COUNCIL CHAMBERS  
200 CAMPUS DRIVE, ARVIN**

**CALL TO ORDER**

Mayor Olivia Trujillo

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

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**ROLL CALL**

Olivia Trujillo	Mayor
Daniel Borrelli	Mayor Pro Tem
Mark S. Franetovich	Councilmember
Donny Horton	Councilmember
Susana Reyes	Councilmember

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**STAFF**

Jeff Jones	City Manager / Finance Director
Nathan Hodges	City Attorney – Hodges Law Group
Edwin Brock	Chief of Police
Cecilia Vela	City Clerk



I pledge allegiance to the flag of the United States of America  
and to the Republic for which it stands, one nation, under  
God, indivisible, with liberty and justice for all.

## **PUBLIC COMMENTS:**

The meetings of the City Council and all municipal entities, commissions, and boards (“the City”) are open to the public. At regularly scheduled meetings, members of the public may address the City on any item listed on the agenda, or on any non-listed matter over which the City has jurisdiction. At special or emergency meetings, members of the public may only address the City on items listed on the agenda. The City may request speakers to designate a spokesperson to provide public input on behalf of a group, based on the number of people requesting to speak and the business of the City.

In accordance with the Brown Act, all matters to be acted on by the City must be posted at least 72 hours prior to the City meeting. In cases of an emergency, or when a subject matter needs immediate action or comes to the attention of the City subsequent to the agenda being posted, upon making certain findings, the City may act on an item that was not on the posted agenda.

## **AGENDA STAFF REPORTS AND HANDOUTS:**

Staff reports and other disclosable public records related to open session agenda items are available at City Hall, 200 Campus Drive, Arvin, CA 93203 during regular business hours.

## **CONDUCT IN THE CITY COUNCIL CHAMBERS:**

### **Rules of Decorum for the Public**

Members of the audience shall not engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, clapping, whistling, stamping of feet or other acts which disturb, disrupt, impede or otherwise render the orderly conduct of the City meeting infeasible. A member of the audience engaging in any such conduct shall, at the discretion of the presiding officer or a majority of the City, be subject to ejection from the meeting per Gov. Code Sect. 54954.3(c).

### **Removal from the Council Chambers**

Any person who commits the following acts in respect to a meeting of the City shall be removed from the Council Chambers per Gov. Code Sect. 54954.3(c).

- (a) Disorderly, contemptuous or insolent behavior toward the City or any member thereof, tending to interrupt the due and orderly course of said meeting;
- (b) A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting;
- (c) Disobedience of any lawful order of the Mayor, which shall include an order to be seated or to refrain from addressing the City; and
- (d) Any other unlawful interference with the due and orderly course of said meeting.

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### **AMERICANS with DISABILITIES ACT:**

In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk’s office, (661) 854-3134. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

**1. APPROVAL OF AGENDA AS TO FORM.**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Reyes \_\_\_ CM Horton \_\_\_ CM Franetovich \_\_\_ MPT Borreli \_\_\_ Mayor Trujillo \_\_\_

**2. PUBLIC COMMENTS**

(This is the opportunity for the public to address the City Council on any matter on the agenda or any item of interest to the public that is within the subject matter jurisdiction of the City Council.)

**3. ACTION ITEM(S)**

**A. Approval of Assistant City Manager / Community Development Director Employment Agreement.**

Staff recommends approval of the Assistant City Manager / Community Development Director Employment Agreement

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

Roll Call: CM Reyes \_\_\_ CM Horton \_\_\_ CM Franetovich \_\_\_ MPT Borreli \_\_\_ Mayor Trujillo \_\_\_

**4. ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the Arvin City Council Chambers Bulletin Board not less than 24 hours prior to the meeting. Dated August 11, 2022.



Cecilia Vela, City Clerk



**CITY OF ARVIN  
Staff Report**

Special Meeting Date: August 16, 2022

**TO:** Arvin City Council

**FROM:** Megan Miller, Human Resources Manager  
Jeff Jones, City Manager

**SUBJECT:** Approval of Assistant City Manager/Community Development Director Employment Agreement

**BACKGROUND:**

The position for the Assistant City Manager/Community Development Director has been a long-awaited position within the city. This positions recruitment has been a process for a large portion of the first half of 2022. The council officially approved the position and corresponding salary schedule at the regular council meeting on March 8, 2022.

**STAFF RECOMMENDATION:**

The City Council approves the two (2) year Employment Agreement for the Assistant City Manager/Community Development Director and all the terms and conditions set forth within.

**FINANCIAL IMPACT:**

\$128,000.00 plus benefits, included in the 2022-2023 FY budget

**ATTACHMENTS:**

**EXHIBIT A**

1. Assistant City Manager/Community Development Director Employment Agreement



City of Arvin  
**ASSISTANT CITY MANAGER/  
 COMMUNITY DEVELOPMENT  
 DIRECTOR**

**DEPARTMENT:** CITY HALL/COMMUNITY DEVELOPMENT DEPARTMENT  
**FLSA STATUS:** EXEMPT  
**UNIT:** UNREPRESENTED, DEPARTMENT HEAD  
**GRADE:**

**JOB SUMMARY**

Under the administrative direction of the City Manager, assumes full management responsibility for assigned functions, services, and activities of the City and directs all activities of the Community Development Department. To include but not limited to, providing policy recommendations to the City Manager, develops new department structures and procedures; manages, plans, organizes, directs, and coordinates all department activities across assigned divisions: Planning, Building Inspection, Code Enforcement, Public Works, as well as a key member of the City Manager's Economic Development team.

**DISTINGUISHING CHARACTERISTIC**

The Assistant City Manager/Community Development Director is a department head classification with overall responsibility for the activities of the City and Community Development Department. The incumbent is accountable, through subordinate managers and supervisors, for accomplishing all department goals, and for furthering City goals and objectives within general policy guidelines.

**SUPERVISION RECEIVED AND EXERCISED**

Receives policy direction from the City Manager. The incumbent develops and implements internal department policies and exercises supervision, either directly or through subordinate supervisors, over assigned management, supervisory, professional, technical, and administrative support personnel.

**EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)**

**Assistant City Manager Duties**

- Manage the development and implementation of goals, objectives, and priorities for each assigned service area; recommend and administer policies and procedures.
- Establish, within City policy, appropriate service, and staffing levels for assigned functions; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
- Assess and monitor workload, administrative and support systems, and internal reporting relationships for assigned areas of responsibility; identify opportunities for improvement; direct and implement changes.

- Plan, direct, and coordinate, through management level staff, the work plan for assigned functions; assign projects and programmatic areas of responsibility; provide direction and supervision on key projects; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
- Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Conduct special studies and analyses of regional, local and agency issues for the City Manager; conduct organization and management reviews; formulate recommendations and prepare reports; evaluate programs and prepare studies and analyses.
- Participate in the development of City goals, objectives, policies, and priorities; incorporate community input into goals and objectives for the City Manager's and City Council's approval; develop new policies in consultation with the City Manager; confer with Department Directors and employees regarding significant policy and procedural changes.
- Coordinate activities of the City Manager's Office with other City departments and divisions and with outside agencies.
- Coordinate and participate in providing responsible staff assistance to the City Manager, City Council, and other City boards and commissions as assigned; attend City Council meetings and other public meetings to assist or represent the City Manager.
- Serve as acting City Manager as required; oversee City operations in the City Manager's absence; provide assistance to the City Council; respond to requests for policy implementation direction; review draft City Council agendas, conduct agenda meetings, and sign staff reports.
- Supervise the conduct of studies, surveys, and the collection of information on difficult operational and administrative problems; analyze findings and prepare reports of practical solutions for review.
- Represent the City's interests and positions before legislative and rule-making authorities at all levels of government; recommend policies and procedures.
- Review and analyze legislation for impact on the city; work with legislators to develop or influence legislation; recommend revisions to proposed legislation.

#### **Community Development Director Duties**

- Oversees the City's Community Development Department, including directing the Planning, Building Inspection, Code Enforcement, Maintenance & Infrastructure, and Parks and Recreation Divisions.
- As a member of the Economic Development team and under the direction of the City Manager, coordinate and manage economic development projects and activities.
- Develop and implement effective affordable housing policies.
- Provide staff support to the Planning Commission.
- Provide City Manager with policy recommendations on assigned areas
- Develop, plan, and implement department goals and objectives; recommend and administer policies and procedures.



- Coordinate Department activities with those of other departments and outside agencies and organizations; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.
- Direct, oversee and participate in the development of the Department's work plan; assign work activities, projects, and programs; monitor workflow; review and evaluate work products, methods, and procedures.
- Develop and implement long and short-term strategic plans in support of department and City-wide goals and objectives.
- Supervises and participates in the development and administration of the department budget; recommends department budget to the City Manager for adoption; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements mid-year adjustments.
- Directs, manages, and/or conducts planning studies, including analysis, review and presentation of narrative and statistical findings and recommendations.
- Monitors, reviews for improvement, and recommends Community and Economic Development policies and activities that exemplify best practices to the City Manager, City Council, and other boards and commissions.
- Communicates the departmental functions, policies, and plans to the Council, boards, commissions, community groups, private parties, and the general public.
- Ensures proper administration and enforcement of the City's Municipal Codes including Building, Zoning, Code Enforcement and Housing.
- Manages environmental review of all development projects, including reviews by other agencies, evaluation of environmental impact reports, and preparation of any additional recommendations.
- Working with the Director of Finance, ensures regulatory compliance and management of former redevelopment projects and the disposition of Successor Agency properties, as well as city properties
- Oversees Community Development Block Grant (CDBG) activities and other Grant activities as they relate to the Community Development Department.
- Select, train, motivate and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures; maintain discipline and high standards necessary for the efficient and professional operation of the Department.
- Represent the Department to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.
- Research and prepare technical and administrative reports and studies; prepare written correspondence as necessary.
- Responsible for public outreach and engagement as it relates to Community and Economic Development activities and projects.
- Regular and timely attendance.
- Performs other duties, as required.



### **MINIMUM QUALIFICATIONS**

*Sufficient experience and education to demonstrate the knowledge and skills listed and to perform the essential duties is required. A typical way of obtaining the required qualifications is:*

#### **Education:**

A Bachelor's degree from an accredited college or university in Business or Public Administration, City or Regional Planning, Urban Planning, or related field.

#### **Experience:**

Five (5) years of progressively responsible management or supervisory experience in urban or comprehensive planning, economic and community development within a municipality

#### **Knowledge of:**

- Federal, State and local laws, codes and regulations relating to personnel administration.
- Principles and practices of risk management.
- Principles and practices of the administration of a comprehensive public personnel program
- Principles and practices of public administration, organization development, and management
- Principles and practices of public administration, management, and organizational theories.
- Principles and practices of leadership, motivation, team building and conflict resolution.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
- Principles and practices of urban planning, building inspection, code enforcement, and related economic development and community development programs and projects and former redevelopment projects and activities.
- Housing and Urban Development (HUD) regulations relative to CDBG program.
- Practices and procedures of CDBG program application and administration.
- Social, economic, political, and environmental issues impacting urban planning.
- Public relations practices and techniques.
- Research methods; report writing techniques; statistical concepts and methods; principles and techniques of project management.
- Principles and practices of budget preparation and administration.
- Techniques for providing a high level of customer service to the public and City staff, in person and over the telephone.

#### **Abilities to:**

- Develop implement and apply sound programs, policies, and procedures in accordance with Federal, State and local laws, ordinances and policies.
- Analyze data, communicate complete information, develop recommendations, and prepare and present effective written and oral reports.

- Provide effective employee management, effective leadership, supervision, training, and work evaluation.
- Interpret, apply, and effectively explain laws, rules, regulations and departmental policies.
- Exercise sound and independent judgment, conduct independent analyses and make recommendations on complex, sensitive and controversial issues.
- Establish clear goals and objectives in order to create an organization that delivers excellent customer service through ethical leadership standards.
- Establish, maintain, and foster cooperative relationships by promoting effective partnerships with department peers, employees, citizens, and others contacted in the course of work.
- Work effectively in time-sensitive situations and coordinate multiple projects and complex tasks simultaneously.
- Communicate effectively orally and in writing and make clear and convincing presentations.
- Develop creative and practical solutions to complex and difficult problems.
- Communicate tactfully, sensitively, and effectively with employees and employee representatives.
- Establishing and maintaining working relationships with professional colleagues in other public jurisdictions.
- Provide effective administrative and technical leadership to the Human Resource Department.
- Respond effectively to requests for assistance from other department managers.
- Read, understand, and apply established City policies, procedures, practices, and regulations.
- Maintain confidentiality.
- Make rapid and sound independent judgments.
- Plan, organize, administer, and integrate the City's development services programs and activities
- Formulate and recommend complex public policies as it relates to Community and Economic Development.
- Successfully develop, control and administer departmental budget and expenditures.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Interpret and apply construction and design standards, various codes and regulations, and department policies, procedures, rules and regulations.
- Deliver effective presentations before City Council, Planning Commission, other local and regional commissions and boards, and various community groups
- Communicate clearly and concisely, both orally and in writing.
- Supervise, train and evaluate assigned personnel.
- Provide high quality customer service.
- Establish and maintain effective working relationships with those contacted in the course of work.

### **WORKING CONDITIONS**

*The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Work is primarily performed in the office in an air-conditioned office environment with natural and fluorescent lighting and moderate noise level and occasionally in the field in all weather conditions, and are occasionally exposed to loud noise levels, road hazards, mechanical and/or electrical hazards, and hazardous substances and fumes. Employees may interact with upset members of the public and private representatives and contractors in interpreting and enforcing departmental policies and procedures. May be required to work a varied schedule which could include off-hours, weekends, and on-call. Must possess mobility to work in the field and in a standard office setting and use standard office equipment, including a computer, to operate a motor vehicle, drive on surface streets, and make inspections; strength, stamina, and mobility to perform light physical work; vision to read printed materials and a computer screen, and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking on uneven terrain and landscapes when performing inspections. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 35 pounds.

### **HISTORY**

Approved by:

Date:

AGREEMENT NO. \_\_\_\_\_

**ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR  
EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into and effective on the 22<sup>nd</sup> day of August 2022, by and between the City of Arvin (“City”), a California municipal corporation, and Ricardo R. Quezada (“Employee”). City and Employee are sometimes referred to in this Agreement individually as “Party” and collectively as “Parties.”

**RECITALS**

**WHEREAS**, Employee has demonstrated the knowledge, skills and abilities to serve as the City’s Assistant City Manager/Community Development Director under the criteria established by the City; and

**WHEREAS**, this Employment Agreement (“Agreement”) is made and entered into by and between the City and Employee in order to secure the services of Employee as Assistant City Manager/Community Development Director (“ACM/CDD”); and

**WHEREAS**, the position of ACM/CDD is an “at will” position, not subject to the City’s personnel rules; and

**WHEREAS**, it is in the City’s best interest at this time to pursue employment of Employee as ACM/CDD in accordance with the applicable provisions of the City’s Municipal Code and as otherwise provided by law. Employee wishes to accept employment as ACM/CDD and is willing to do so under the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth hereinafter, the Parties mutually agree as follows:

**AGREEMENT**

1. **INCORPORATION.** The Parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. **HIRE.** City acknowledges that it is appointing and/or hiring Employee as ACM/CDD effective August 22, 2022 (“Effective Date”) pursuant to the terms and conditions of this Agreement. Employee shall remain in the exclusive hire of City during the term of this Agreement and shall neither accept other employment nor become employed by any other employer until the end of the Term or earlier termination of this Agreement.
3. **“AT-WILL” EMPLOYMENT.** Employee acknowledges he is employed at the pleasure of the City Manager and is thus an at-will employee. The terms of the City’s personnel rules, policies, procedures, ordinances, or resolutions (collectively “Personnel Policies”) shall not apply to Employee unless made expressly applicable to Employee. Nothing in this Agreement is intended to, or does, confer upon Employee any right to any property

Attachment: 07.21.2022.ACM-CDD Employment Agreement (Approval of ACM/CDD Employment Agreement)

interest in continued employment, or any due process property right to a hearing before or after a decision by the City Manager to terminate his employment, including any so-called due process pre-disciplinary “Skelly” meeting, except that the City must terminate Employee in the manner set forth in Section 7 below. Nothing contained in this Agreement shall in any way prevent, limit, or otherwise interfere with the right of the City to terminate the services of Employee as provided in Section 7 of this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from this position with City, subject only to the provisions set forth in Section 7 of this Agreement.

- 4. DUTIES. Assistant City Manager/Community Development Director.** Employee accepts employment with the City as its ACM/CDD and agrees to perform all functions, duties and services set forth the job description for the ACM/CDD position attached hereto as Exhibit “A,” and those duties that are otherwise legally permissible and proper as required by law and as the City Manager shall assign from time to time.

Employee shall devote his full energies, interests, abilities, and productive time to the performance of this Agreement, and utilize his best efforts to promote City’s interests. Employee shall not engage in any activity, consulting service or enterprise, for compensation or otherwise (together “Outside Employment”), which is actually or potentially in conflict with or inimical to, or which materially interferes with, his duties and responsibilities to the City. Additionally, Employee shall not undertake any Outside Employment except with the consent of the City Manager.

- 5. TERM.** Except as hereinafter described, the term of this Agreement shall be for two years commencing on the Effective Date.
- 6. SALARY AND BENEFITS.** Employee’ salary and other benefits for all work or services called for under this Agreement shall be as follows:

- A. Salary.** Commencing on the Effective Date, Employee’ annual salary shall be \$128,000.00 which shall be paid according to the payroll schedule in place for City Employees. Employee shall be eligible for a merit-based pay increase up to 5% of his annual salary after successfully completing 1 year of service following performance evaluation. Such a merit-based salary increase shall be at awarded at the discretion of the City Manager.

Should Employee be appointed to act as Acting City Manager by the City Council pursuant to 2.06.050 of the Arvin Municipal Code, Employee shall be entitled to an additional five percent (5%) pay, based on Employee’s then current salary. Employee shall not be entitled to the additional five percent (5%) pay when serving as the manager pro tempore during any temporary absence or disability of the City Manager.

The compensation set forth in this section shall be Employee’s total compensation under this Agreement, and Employee shall not be eligible for any other benefits or compensation not specifically provided for in this Agreement.

- The position of ACM/CDD is exempt under the Fair Labor Standards Act and, therefore, no overtime pay will be paid to Employee based on hours worked.
- B. Paid Time Off (“PTO”).** Employee shall accrue 3.0769 hours of vacation leave per pay period during the term of this Agreement, resulting in 80 hours per year. Employee shall be entitled to accrue vacation leave up to one and one half (1½) times the total annual accrual level, not to exceed one hundred twenty (120) days accrued vacation. Should Employee reach the accrual limit, accrual will cease until such time as the Employee's accrued number of hours falls below the limit; Employee shall accrue 3.6923 hours of sick leave per pay period during the term of this Agreement, resulting in 96 hours per year. Employee shall be entitled to 18 hours of personal business days at the beginning of every fiscal year. If these hours are not utilized, they will not be carried forward and will be forfeited.
- C. Holiday and Other Leaves.** Employee shall receive the same leaves, holidays, and other time off as provided to other managers at the City.
- D. Employee Benefits.** 100% of the employee benefit coverage is paid by the city. If Employee elect to add dependents, Employee’s maximum out of pocket expense shall be \$150.00 per month. Employee may select between two Platinum level plans with the benefit provider.
- E. Term Life Insurance.** The City shall pay the premiums for a term life insurance policy in the amount of \$150,000.00. Employee shall name the beneficiary of the life insurance policy, provided said beneficiary has and maintains an insurable interest of the employee.
- F. Cell Phone.** City shall provide Employee with a cell phone which shall be used to conduct official city business. Employee acknowledges that use of the City provided cell phone for City business may be subject such usage to disclosure under the California Public Records Act.
- G. Laptop.** City shall provide Employee with a laptop to use during his employment. Employee shall return the laptop when he ceases his employment with the City. The laptop shall be used exclusively for City business.
- H. Public Employees’ Retirement System (Pers) And Social Security.** EMPLOYEE shall be provided California Public Employees’ Retirement System (“CalPERS”) benefits. CalPERS 2% at 55, Employee is responsible for the 7% employee contribution. City and Employee shall each pay one half of the payments due to Social Security and Medicare during the term of this Agreement.
- I. Professional Development.** City shall pay the professional dues for one (1) professional organization, which is necessary and desirable for Employee’s continued professional participation, growth, enhancement or for the good of the City. Subject to

- the prior approval of the City Council, City shall budget and pay the attendance for Employee' attendance at one (1) professional organization conference annually. City shall allow attendance at other conferences identified by Employee that may benefit the City or enhance his development and growth so long as the City Council approves of the leave in advance.
- J. Expenses.** The City shall pay for Employee's membership in professional organizations, subscriptions, and training as provided in Section 7 of the Department Heads Benefits Resolution, as it may be amended from time to time. Upon advance approval of the City Manager, the City will pay for or reimburse Employee for reasonable travel expenses related to meetings and conferences related to such professional organizations.
- K. Changes in Benefits.** Employee acknowledges that the City Council may from time to time revise the Non-Represented Salary Resolution, which may change the level of compensation (exclusive of Employee's base salary) or benefits provided to Employee. In such event, amendment of this Agreement shall not be required, and Employee shall be provided benefits according to the Non-Represented Salary Resolution then in effect. Furthermore, revision to the Non-Represented Salary Resolution such that it changes the benefits provided in this Section 6 shall not be deemed a breach of this Agreement.
- 7. TERMINATION.** Upon appointment to the ACM/CDD position, Employee remains an at-will employee serving at the under the direction of the City Manager and may be terminated as follows:
- A. Termination by CITY for Cause.** The City Manager may terminate this Agreement for cause at any time by providing Employee with written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following:
- i.** Theft, or attempted theft, financial mismanagement, material dishonesty, willful or persistent breach of duties, engaging in conduct tending to bring embarrassment or disrepute to the City, unauthorized or excessive absences.
  - ii.** A formal investigation commissioned by the City Council and conducted by a third-party investigator hired by the City Council in which the City Council has determined that the Employee has engaged in unlawful discrimination or harassment of Employees or any third party while on City Premises or on City time. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement "for cause."
  - iii.** Conviction of any felony, or for any misdemeanor involving moral turpitude, corruption, or dishonesty. "Conviction" shall include any guilty plea, plea of nolo contendere, or any other disposition other than a dismissal



of charges or acquittal. City is not required to wait until Employee has exhausted any appeal rights prior to terminating this Agreement “for cause.”

- iv.** Employee’ death.
- v.** Employee’ permanent disability if such disability precludes Employee from performing his essential job duties for more than three (3) cumulative months after attempts at a reasonable accommodation pursuant to the Americans with Disabilities Act and/or California’s Fair Employment & Housing Act have been made.
- vi.** Breach of this Agreement;
- vii.** Willful or persistent material breach of duties;
- viii.** Résumé fraud or other acts of material dishonesty;
- ix.** Unauthorized absence or leave
- x.** Violation of the City’s anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred,
- xi.** Violation of the City’s Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City’s Personnel Rules
- xii.** Use or possession of illegal drugs,
- xiii.** “Abuse of office or position” as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption).

For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. In order to comply with the requirements of California Government Code section 3304(c), a termination by the City Manager for cause shall be conducted in accordance with the following procedures:

Within fifteen (15) days of receipt of written notice under Section 7(A), Employee may submit a request in writing to the City Manager for an administrative appeal. Such appeal shall not prohibit or otherwise delay the termination of Employee prior to the administrative appeal. Failure to timely file such a request shall be deemed to be a waiver of the right to do so.

Upon Employee’s written appeal request, the City Manager shall appoint an independent hearing officer to conduct an administrative hearing and issue an advisory decision which shall then be reviewed and considered and either adopted, modified or rejected by City Council. Both Employee and the City and their respective representatives, if any, shall make reasonable efforts to set an administrative appeal hearing date within thirty (30) days from the City Manager’s receipt of the written appeal request. Pursuant to Government Code section 3304(c) and for purposes of this subdivision, the removal of Employee for the purpose of implementing the goals or policies, or both, of the City, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons" for Employee’s termination in addition to those stated in Section 7(A) above.

At the administrative appeal hearing, the independent hearing officer shall be presented with both the information and documents on which the City based its decision to terminate for cause, as well as any information and documentation that the Employee chooses to submit to challenge the City’s information and documents to raise mitigating circumstances for consideration by the independent hearing officer.

Within thirty (30) days of completing the hearing, the independent hearing officer shall issue an advisory decision in writing to the City Council determining whether Employee was properly terminated under the terms of this Agreement. Following City Council’s review and consideration of the advisory decision, Employee shall be notified in writing as to whether the advisory decision will be upheld, modified, or rescinded.

**B. Termination “Without Cause.”** City reserves the right to terminate this Agreement and Employee’s Employment at any time at the will, discretion and pleasure of the City Manager upon providing Employee with thirty (30) days written notice. City’s only obligation in the event of such termination will be payment to Employee of all compensation then due and owing as set forth in Section 2.1 up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to statutory or regulatory requirements, or if doing so will preclude a violation of State, Federal or local law.

In order to comply with the requirements of California Government Code section 3304(c), in the event of termination without cause EMPLOYEE may request to appear before the City Council, prior to the effective date of the termination to challenge the reasons for the termination without cause or to raise mitigating circumstances regarding the termination.

**C. Resignation.** If Employee elects to resign at any time during the term of this Agreement, he may do so upon giving City thirty (30) days’ written notice. Termination pursuant to such action shall occur thirty (30) calendar days after service of said notice, or on such other date as may be agreed to by the Parties.

**D. Retirement.** If Employee elects to retire, he shall inform City, in writing, at least thirty (30) days prior to the effective date of such retirement. City shall cooperate fully with Employee to provide all information in a timely manner.

**E. No Notice for Expiration.** Nothing in this Section 7 shall be construed to require either party to give advance written notice in order for the Agreement to expire as set forth in Section 5.

**F. Termination Obligations.** Employee agrees that all property, including, without limitation, all equipment, Confidential Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to City and shall be returned promptly to City upon termination of Employee' employment. Employee' obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

**i. Confidential Information.** "Confidential Information" shall include, but not be limited to, all information or material that Employee learns of or obtains during his employment with City that is or was confidential or privileged by virtue of it having been discussed or presented in a duly-noticed closed session meeting of the City Council, or otherwise privileged and/or confidential under applicable law, including but not limited to personnel information, information pertaining to on-going or potential litigation, information learned in the context of the attorney-client relationship with the City Attorney or special counsel to the City. Confidential Information as defined includes, but is not limited to, all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, internal processes and procedures, and other information disclosed or submitted, orally, in writing, or by any other media, to Employee by City. Nothing herein shall require City to disclose any of its information to Employee. During his employment with City, Employee shall use and disclose Confidential Information only for the benefit of City and as is, or may be, necessary to perform his job responsibilities under this Agreement. Following the termination of this Agreement, Employee shall not use or disclose any Confidential Information, except with the express written consent of City. Employee' obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

**G. Severance.** In the event that Employee is terminated "Without Cause," he shall be entitled to severance pay as follows:

- An amount equal to One (1) pay period.

The severance pay will be in addition to pay accrued, but not remitted, prior to the notice of termination, and any accrued PTO. The severance rights provided in this

Paragraph 7(G) shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination other than for cause or by expiration of this Agreement. Employee expressly waives any and all other rights with respect to severance pay except as provided herein, including any and all rights he may have to a separation payment pursuant to any joint powers insurance authority memorandum of liability coverage then in effect. Any and all severance rights are conditioned upon and in consideration for execution of the Standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "B."

**8. INDEMNIFICATION.** City shall defend, save harmless and indemnify Employee from any and all demands, claims, suits, actions, or other legal proceedings ("Claims") brought against him in his individual capacity or in his official capacity as ACM/CDD, provided the Claims arise while Employee is acting within the scope of his employment and provided, he did not act or fail to act because of actual fraud, corruption or malice. The provision shall not extend to claims brought by City itself or where indemnity is otherwise prohibited by law.

**9. PERFORMANCE EVALUATION.** City Manager evaluate Employee at least one (1) time each year during the pendency of this Agreement. Employee shall be responsible for initiating the evaluation. The City Manager may conduct more frequent performance evaluations at their discretion.

**A. Written Summary.** The City Manager may, at his/her sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process.

**B. No Grievance or Appeal.** Grievance or appeal of performance evaluations is not permitted. Employee may, if he disagrees with a performance evaluation, submit a written rebuttal to the performance evaluation within thirty (30) calendar days of receiving the evaluation. Performance evaluations, along with any rebuttal, will be maintained in Employee's personnel file and will be treated as confidential.

**10. NOTICES.** Notices pursuant to this Agreement shall be deemed to be given when personally delivered to the party to whom directed or when deposited in the United States Mail, postage prepaid, and addressed as follows:

**City**  
Attn: City Manager  
City of Arvin  
200 Campus Drive  
Arvin, California 93203

**Employee**  
Ricardo R. Quezada  
Address set forth in Employee's  
Personnel File.

Either party may change his or its address by providing written notice to the other party in the manner described herein.

## 11. GENERAL PROVISIONS.

- A. **Entire Agreement.** This Agreement constitutes the complete understanding between the Parties, is fully integrated, and supersedes all prior agreements, promises, representations, or inducements, no matter their form, concerning the subject matter of this Agreement. No subsequent agreements, promises, representations, or inducements will be binding unless recorded in a written document, which specifically references this Agreement and is signed by the Parties or their authorized representatives. The Parties acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which either Party alleges a breach of this Agreement or seeks to enforce its terms, provisions, obligations, or as compelled by law.
- B. **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.
- C. **Severability.** If any provision contained in this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable and shall not be affected thereby and same shall remain in full force and effect.
- D. **Amendment.** This Agreement may not be amended except in a written document signed by Employee, approved by the City Council and signed by the City's Mayor.
- E. **Assignment.** Employee shall not assign any rights or obligations under this Agreement, nor any interest in it. City may, upon prior written notice to Employee, assign its rights and obligations hereunder.
- F. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or motion to enforce the terms or conditions of this Agreement shall be brought only in the Superior Court of California for the County of Kern.
- G. **Waiver.** Waiver by any party of any breach of this Agreement by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver or consent to any subsequent breach of this Agreement on the part of the other party.
- H. **Attorneys' Fees.** If either party commences any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement against the other party, the prevailing party, in such action or proceeding, shall be entitled to recover reasonable attorneys' fees, costs, and all other litigation costs.
- I. **Counterparts.** This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Agreement

to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time.

- J. Acknowledgement of Statutes That May Affect Employment Relationship.** City and Employee acknowledge that, in addition to the statutes previously referenced in this Agreement, the following statutes shall govern this employment relationship under the circumstances described in the statutes:
- a. Government Code section 53243 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Employee, that provides paid leave salary offered by the local agency to the officer or Employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or Employee is convicted of a crime involving an abuse of his or her office or position.
  - b. Government Code section 53243.1 states that on or after January 1, 2012, any contract executed or renewed between a local agency, such as the City, and an officer or Employee of a local agency, such as Employee that provides funds for the legal criminal defense of an officer or Employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or Employee is convicted of a crime involving an abuse of his or her office or position.
  - c. Government Code section 53243.3 states that on or after January 1, 2012, if a local agency, such as the City, provides, in the absence of a contractual obligation, for any of the payments described in the corresponding article of the Government Code, then the Employee or officer, such as Employee, receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the Employee or officer is convicted of a crime involving the abuse of his or her office or position.
  - d. Government Code sections 87100 et seq., section 1090 and section 1126, and all other similar statutory and administrative rules, prohibit conflicts of interest. During the term of this Agreement, Employee shall comply with all those requirements of law, and shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement.

Employee represents that he has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to him, including that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position.

- K. Independent Legal Advice.** City and Employee represent and warrant to each other that



each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement or had the opportunity to do so and City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof. 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.

- L. Further Assurances.** Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.
- M. Binding Effect.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors and assigns, and whenever the context so requires, the masculine gender and includes the feminine and neuter, and the singular number includes the plural. This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.
- N. Non-Interest.** With the exception of Employee, no officer or employee of the City shall hold any interest in this Agreement (California Government Code section 1090).

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, City has caused this Agreement to be signed and executed on its behalf by its City Manager and duly attested to by its City Clerk, and Employee has signed and executed this Agreement, as of the date written below.

Dated: \_\_\_\_\_

**CITY OF ARVIN**

By: \_\_\_\_\_  
Jeff Jones, City Manager

Dated: \_\_\_\_\_

**EMPLOYEE**

By: \_\_\_\_\_  
Ricardo R. Quezada

**ATTEST:**

By: \_\_\_\_\_  
CECILIA VELA, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
NATHAN M. HODGES, ESQ.  
City Attorney

Attachments:

- Exhibit "A": Assistant City Manager/Community Development Director Job Description
- Exhibit "B": Severance Agreement

**Exhibit “A”**

**Assistant City Manager/Community  
Development Director Job Description**

Attachment: 07.21.2022.ACM-CDD Employment Agreement (Approval of ACM/CDD Employment Agreement)

**Exhibit “B”**

**Agreement Of Separation, Severance, And  
General Release**

Attachment: 07.21.2022.ACM-CDD Employment Agreement (Approval of ACM/CDD Employment Agreement)

## AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

### 1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "Agreement") is entered into effective this [redacted] day of [redacted], [redacted] by and between the City of Arvin, a municipal corporation ("City" herein), and Ricardo R. Quezada ("Employee" herein).

### 2. RECITALS

2.1 Employee was hired by the City as an at-will Assistant City Manager/Community Development Director effective on or about [redacted], serving at the pleasure of the of the City Manager of the City pursuant to a written Employment Agreement, a copy of which is attached hereto as Exhibit "1" ("Employment Agreement"). Employee is currently [redacted] years old.

2.2 On or about \_\_\_\_\_, 20\_\_, the City provided Employee with a Notice of Termination without Cause (or the Employee provided the City a letter of resignation, wherein Employee informed the City of his intent to resign.) Pursuant to the Notice of Termination (or Employee's resignation letter), the City and Employee desire that Employee separate from employment with the City and enter into this Agreement whereby Employee receives severance compensation in exchange for executing a general release and waiver of any and all claims that Employee may have against the 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 the City and Employee by means of Employee's separation as Assistant City Manager and Community Development Director as of the \_\_\_\_ day of \_\_\_\_\_ 20\_\_. 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 the 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 post-employment 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"), and of his rights under the Age Discrimination in Employment Act, and the Older Workers Benefit Protection Act.

### 3. CONSIDERATION

3.1 Employee shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in the Employment Agreement, and/or all other wage compensation/benefits owed to Employee upon separation of employment, as required by state, federal or municipal law or any other Agreement with the City.

**3.2** In exchange for the waivers and releases set forth herein, the City shall cause to be paid to Employee an additional compensatory payment as severance pay by means of a lump sum payment of \_\_\_\_\_ (\$ \_\_\_\_\_), as set forth in 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. The lump sum payment shall be subject to applicable state and federal withholdings as determined appropriate by the City.

**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 the 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 such of them (hereinafter referred to as “the 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 any time from the beginning of time up to and including the effective date of this Agreement (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 contract or any other Agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIP AA, 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 §§ 12, 900 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. Nothing herein shall be interpreted as a release or waiver of any workers’ compensation claims or in any way prohibit or prevent Employee from participating in any claims or administrative action brought by a state or federal agency. Furthermore, nothing herein shall be interpreted as a release or waiver of the City’s statutory obligations relative to providing defense and indemnification of public

Employees, if any, including but not limited to Government Code Sections 825-825.6 and Sections 995-996.6.

#### 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 Employee knowingly and voluntarily, for just compensation in addition to anything of value to which Employee was already entitled, waives, and releases any rights he may have under the ADEA and/or OWBPA. Employee further acknowledges that Employee 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, Employee’s rights under the ADEA and OWBPA, and of the legal significance of Employee’s waiver of any possible claims Employee 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 Employee may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of Employee's 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 Employee 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, Employee’s counsel of choice or at least had the opportunity to do so, and Employee represents by signing this Agreement that Employee does not need any additional time within which to review and consider this Agreement;
- g) Employee has **seven (7) days following Employee’s 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 of same ("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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

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 the City or the 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 the City or the 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 Employee shall be exclusively liable for the payment of all taxes for which Employee is responsible, if any, as a result of Employee's 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:** 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.
- 7.8 Return of Confidential Information and Property:** Prior to the separation all City keys, equipment, passwords, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by Employee during the course of Employee's employment with the City shall be provided by Employee to the Finance Director or designee.

**7.9 No Pending Claims and/or Actions:** Employee represents that Employee has not filed any complaints or charges against the City or the City Parties with any local, state or federal agency or court; that Employee 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 the City or the City Parties on behalf of Employee, whenever or where ever filed, Employee will request such agency or court to withdraw from the matter forthwith. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent Employee from participating in any claims or administrative action brought by a state or federal agency.

**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.

**7.13 Unemployment:** Nothing in this Agreement shall limit Employee's ability to apply for unemployment benefits.

## 8. MISCELLANEOUS

**8.1 No Admission:** Nothing contained herein shall be construed as an admission by the 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.

The Parties agree that the exclusive jurisdiction for any legal proceeding arising out of or relating to this Agreement shall be the Kern County Superior Court and all Parties hereby waive any challenge to personal jurisdiction or venue in that court.

**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. Delivery of executed originals of this Agreement, as well as any instrument contemplated in connection with this Agreement, may be affected by facsimile and/or electronic transmission, and in such event, copies of executed originals so delivered may be used in place of, and shall have the same force and effect as, the executed originals.

**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 and/or received on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

**City:** City of Arvin  
City Hall  
200 Campus Drive  
Arvin, California 93203

**Employee:** Ricardo R. Quezada  
Address set forth in Employee's Personnel  
File.

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

Dated: \_\_\_\_\_

“Employee”

By: \_\_\_\_\_

RICARDO R. QUEZADA

Dated: \_\_\_\_\_

City of Arvin

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor

**APPROVED AS TO FORM:**

For City:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Attorney

For Employee (if represented):

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “1”**  
**EMPLOYMENT AGREEMENT**

Attachment: 07.21.2022.ACM-CDD Employment Agreement (Approval of ACM/CDD Employment Agreement)