

**CITY MANAGER EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE CITY OF WILDOMAR AND CHRIS MANN**

1. Employment.

This City Manager Employment Agreement (Agreement) is entered into by and between the City of Wildomar (City), a general law city, and Chris Mann (City Manager). Under this Agreement, the City offers, and City Manager accepts, employment as City Manager of the City. This Agreement has been approved by the City Council on the date noted below and shall be considered effective September 26, 2025.

2. Duties.

The City Manager shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City. City Manager shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies. City Manager shall perform those duties and have those responsibilities that are commonly assigned to a city manager of a city in California, and as may be further set forth in the City's Municipal Code. City Manager shall perform such other legally permissible and proper duties and functions consistent with the office of City Manager, as the City Council shall from time to time assign. City Manager shall not be absent for more than two (2) working days without prior written notice to the City Council and reasonable justification. City Manager 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 City 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 6.2.

3. Devotion to City Business.

City Manager agrees to devote his productive time, ability and attention to the City's business during the term of this Agreement. It is recognized that the City Manager must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end the City Manager's schedule of work each day and week shall vary in accordance with the work required to be performed. City Manager shall spend sufficient hours on site to perform City Manager's duties. In accordance with Government Code Section 1126, during the period of his employment, with the exception of City Manager's Gov360 podcast and related activities such as educational courses and speaking engagements, subject to the limitations in section 4.B. of this Agreement, City Manager shall not accept, without the express prior written consent of the City Council, any other employment. City Manager may engage in other business, commercial, or professional activity, provided that it does not cause a conflict-of-interest or interfere with the business or operation of City or the satisfactory performance of City Manager's duties.

4. Term.

- A. City Manager's employment under this agreement will commence September 26, 2025, and shall continue until September 30, 2029, or the date of earlier termination in accordance with provisions in this Agreement.
- B. City Manager agrees to remain in exclusive employ of the City while employed by the City. This section shall not prohibit occasional teaching, writing, or speaking, for compensation, a fee or other value. The Parties agree that City Manager may continue to create content for his Gov360 podcast. City Manager may host individuals from public agencies or companies currently contracting with the City. However, the Parties acknowledge that the City will not hire or do business with any individual, not already working with the City in some capacity, within one year of appearing on City Manager's Gov360 podcast.
- C. At the request of either party, the City and City Manager may initiate discussions on the extension of the Term at least six (6) months prior to September 30, 2029 or such later expiration date in the event the Term is hereafter extended.

5. Hours of Work.

City Manager shall devote the time necessary to adequately perform his duties. The Parties expect that a minimum of forty (40) hours per week including time outside of the normal business hours, will be required to satisfy this requirement. Toward that end, City Manager shall be allowed reasonable flexibility in setting his 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 his 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. City Manager's compensation (whether salary or benefits or other allowances) is not based on hours worked and City Manager shall not be entitled to any compensation for overtime.

6. Termination; General Release; Severance.

6.1 Termination Without Cause.

The City Council may terminate this Agreement, and thereby terminate City Manager's employment, without cause by the affirmative votes of not less than three (3) members of the City Council. Notice of termination shall be provided to City Manager in writing with thirty (30) days' notice. The City may terminate this Agreement without cause as provided in this section 6.1 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. City has the right to immediately place City Manager on paid administrative leave and such leave time shall count toward the thirty (30) day notice period. If City Manager does not challenge termination through any means, executes,

and does not revoke, a Separation Agreement ("Separation Agreement") in the form attached hereto as Exhibit "A," City shall pay City Manager payment equal to the lesser of twelve (12) months, or the number of full months remaining in the term of this Agreement, of the City Manager's then Base Salary, and shall provide commensurate number of months of health (medical, dental, and vision) benefits, if enrolled, continuing under the benefit plans in which the City Manager and his dependents are then enrolled (the cash payments and continuing benefits, collectively "Severance"). Severance does not include any accrued unpaid salary, less applicable deductions, cash in lieu for health benefits, deferred compensation, benefits or any accrued compensable leave to which City Manager may be otherwise entitled under the law.

Notwithstanding the foregoing, if City Manager is hired by an employer before receiving the final Severance payment under this section, the City Manager forfeits his right under this section to receive the remaining portion of the Severance.

6.2 Termination With Cause.

The City Council may terminate this Agreement, and thereby terminate City Manager's employment, with cause, by the affirmative votes of not less than three (3) members of the City Council. City Manager shall not be entitled to any additional compensation or payment, including Severance, but shall be entitled only to accrued Base Salary and vacation pay, and any other accrued and unused benefit as may be required by law ("Accrued Salary and Benefits"). City Manager 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 Wildomar Municipal Code 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 the City Manager has a California or federal constitutional right to a name clearing hearing. As used in this Agreement, Cause shall only mean any of the following:

- A. Conviction of, or plea of guilty or nolo contendre to, any misdemeanor or felony under state or federal law;
- B. Proven failure, as determined at the sole discretion of the City Council, of the City Manager to observe or perform any of his lawful duties and obligations, if that failure continues for a period of seven (7) days from the date of his receipt of notice from the City Council specifying the acts or omissions deemed to amount to that failure;
- C. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;
- D. City Manager is fined by the Fair Political Practices Commission for a violation of the Political Reform Act or FPPC Regulation in an amount in excess of one thousand five hundred dollars (\$1,500);
- E. City Manager commits any flagrant act of dishonesty or any act involving moral turpitude, which materially and adversely affects the image of the City

or the ability of the City Manager to execute his duties or his ability to lead City employees;

- F. City Manager commits gross negligence in the performance of any of his City Manager duties. Mere inefficiency or good faith errors in judgment or discretion shall not constitute "gross negligence";
- G. persistent failure to disclose material information regarding the business or operation of the City necessary for the City Council to undertake its obligation as the elected legislative body of the City;
- H. City Manager's use or possession of illegal drugs;
- I. unauthorized absence or leave in violation of section 2 of this Agreement;
- J. City Manager breaches any material term of this Agreement;
- K. City Manager commits a violation of the City's Municipal Code, or applicable personnel policies, such as the City's Policy Against Harassment, Discrimination, and Retaliation;
- L. City Manager commits a 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
- M. City Manager commits a 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.

6.3 Elections.

City agrees not to terminate City Manager's employment without cause within thirty (30) days before, or ninety (90) days after any municipal election for the selection or recall of one or more of the members of the City Council, at which a new member of the City Council is elected.

6.4 Death.

If, during the Term or any extended Term, City Manager dies, City Manager's estate shall receive Accrued Salary and Benefits, but shall not be entitled to any additional compensation or payment, including Severance.

6.5 Resignation.

City Manager may resign from his employment at any time, upon giving thirty (30) days written notice to the City Council. If City Manager resigns from employment, then City

Manager is not entitled to Severance and will only receive Accrued Salary and Benefits upon resignation.

6.6 Termination Obligations.

City Manager agrees that all property, including, without limitation, all equipment, tangible Proprietary 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 City Manager's employment. City Manager's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

6.7 Benefits Upon Termination.

All benefits to which the City Manager is entitled under this Agreement shall cease upon his termination in accordance with this Section 6, unless expressly continued either under this Agreement, under any specific written policy or benefit plan applicable to the City Manager, or unless otherwise required by law.

7. 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 his or her 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 his employment by City, City Manager shall use Proprietary Information, and shall 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 termination, City Manager shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of City. City Manager's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

8. Conflict Of Interest.

City Manager represents and warrants to City that he presently has no interest, and represents that he 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 his services under this Agreement.

9. Compensation and Annual Evaluation:

9.1 Initial Salary.

City Manager's initial annual Base Salary shall be two hundred eighty one thousand Dollars (\$281,000.00). Said amount shall be payable in installments on a semi-monthly basis. Increases in City Manager's Base Salary may be effective at any time in the sole discretion of the City Council.

9.2 Cost of Living Adjustment.

On July 1 of each year of this Agreement, the City Manager is entitled to receive a cost-of-living adjustment ("COLA") equal to the Consumer Price Index ("CPI") "all items index, not seasonally adjusted" data from the May in the prior year to May in the current year, as provided by the Bureau of Labor Statistics for the Riverside-San Bernardino-Ontario, CA area, typically published as "Table A."

9.3 Annual Performance Evaluation.

The City Council and City Manager may set mutually agreed upon written goals. Such goals will include maintaining reasonable expenditures and quarterly updates to City Council regarding the same, and strategy for achievement of such goals for each year under this Agreement. The City Council shall evaluate City Manager's performance relative to the achievement of these goals annually ("Annual Evaluation").

9.4 Compaction.

The Parties agree that the annual base salary of the City Manager is anticipated to be at least 110% of the base salary of the City's next highest paid employee. Any increase to City Manager's salary under this section is subject to approval by the City Council.

9.5 No Amendment Required.

To the extent permitted by law, annual cost-of-living salary increases, pursuant to Section 9.2 of this Agreement, shall not require an amendment to this Agreement to be effective.

10. Deferred Compensation.

As part of City Manager's annual compensation, the City Manager may participate in the deferred compensation plan pursuant to Section 457 of the Internal Revenue Code as established by the City. The City shall annually contribute into the qualified 457 account in the City Manager's name the maximum annual contribution, including any age-related and "catch up" provisions that are now or may in the future become allowable, as permitted under the Internal Revenue Code. Such contributions shall be made in equal portions per pay period. The City shall be responsible for all expenses associated with the 457 account during the term of this Agreement, including but not limited to administrative services, fees and commissions.

11. Retirement.

City agrees to maintain City Manager as a member of the State of California Public Employees Retirement System (CalPERS). City shall give City Manager CalPERS benefits on the same terms and conditions as the City's executive and management employees. As the City does not participate in Social Security, no deduction shall be taken from the City Manager's salary for this purpose.

The City intends to maintain its current retirement plan with the State of California's Public Employees Retirement System ("CalPERS") and to continue to include City Manager thereunder as a "New Member," as that term is defined in PEPRA, and City Manager shall continue to participate in the City's two percent (2.0%) at age 62 formula for miscellaneous employees. City Manager must pay all (100%) of the required employee contribution for the CalPERS retirement plan as required and adjusted from time to time by CalPERS. The City must pay all (100%) of the required employer contribution for the CalPERS retirement plan as required and adjusted from time to time by CalPERS.

12. Health and Medical Benefits Insurance.

City shall pay one hundred percent (100%) of the premium for Employee+Family for CalPERS PPO Gold, or equivalent amount towards another City sponsored health plan, dental and vision care for City Manager and dependents. City Manager may choose from any of the plans offered to the City's executive and management employees. City Manager is also entitled to enroll in the supplemental health benefit plan as offered by the City.

13. Life Insurance; Disability Insurance.

The City agrees to pay one hundred percent (100%) of the premium for the City Manager's group life insurance policy as provided by the City with coverage in the amount of \$281,000.00 with a carrier selected by the City. City Manager shall designate the beneficiaries of the policy. City Manager shall also be entitled to participate in disability insurance programs approved by the City Council for employees.

14. Automobile Allowance.

City Manager's duties require him to be available and to respond to the demands of City business at all times and outside of regular business hours, including weekends. City shall pay City Manager Five Hundred Dollars (\$500.00) monthly in compensation for the use and maintenance of his personal vehicle on City business.

15. Equipment.

As the City Manager is expected to be available by cell phone, email and text as described in Section 3 above, the City shall provide City Manager a cell phone and internet allowance in the amount of One Hundred Twenty Dollars (\$120.00) per month to reimburse City Manager for the business use of such devices and services.

16. Use of City Premises and Equipment.

City Manager agrees that use of City premises and equipment is solely reserved for conducting City business. City Manager agrees to not use City premises or equipment for any personal reasons, including his Gov360 podcast.

17. Business and Professional Expenses.

17.1 Expense Reimbursement.

Subject to all current and future City policies governing per diem and other business expenses, Employer shall reimburse the Employee for all other actual and necessary employment- related expenses including, but not limited to, travel, taxi and auto rental, lodging, meals, memberships and subscriptions to the publications of professional organizations, registration fees for training programs offered by such organizations, and incidental costs relating to attendance at such programs or the conferences and meetings of such organizations. Subject to the Wildomar Municipal Code and the City's annual budget allocations, Employee shall undertake such activities at his option and such activities shall be considered as part of the Employee's duties. The Employee shall be reimbursed for additional expenses only as the Employer shall approve by motion passed by the City Council.

17.2 Professional Dues.

Subject to City Council's prior approval, the City agrees to pay the professional dues and subscriptions on behalf of City Manager which are necessary for City Manager's continuation or full participation in international, national, regional, state, or local associations, organizations and service clubs necessary and desirable for City Manager's continued professional participation, growth and advancement, or for the good of the City.

17.3 Travel Dues.

Subject to City Council's prior approval, the City agrees to pay City Manager's travel and subsistence expenses for official travel, meetings, and occasions reasonably necessary to continue City Manager's professional development, and for City Manager's reasonable participation in necessary official and other functions for the City; including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees on which City Manager serves as a member.

18. Leave.

18.1 Comprehensive Annual Leave.

City Manager shall accrue Comprehensive Annual Leave (CAL time) at the same rate provided to the City's executive and management employees, in addition to recognized City holidays.

18.2 Administrative Leave.

City Manager shall be entitled to 80 hours of Administrative Leave on the effective date of this Agreement. Administrative leave provided under this section is subject to the same rules and limitations as provided to other employees in the executive classification under the City's Personnel Rules.

19. Abuse of Office or Position.

If City Manager is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (a) if City Manager is provided with administrative leave pay pending an investigation, City Manager shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of City Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), City Manager shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that City Manager may receive from City shall be fully reimbursed to City or shall be void if not yet paid to City Manager. For purposes of this Section, abuse of office or position has the same meaning as defined in Government Code section 53243.4 as may be amended from time to time.

20. Bonding.

City agrees to pay the cost of any surety, fidelity, or other bond(s) as may be required of City Manager by any state or local law.

21. Enforcement of this Agreement.

The prevailing party in any action brought to enforce this Agreement or to resolve any dispute or controversy arising under its terms and conditions, shall be entitled to payment of his/its reasonable attorneys' fees and costs.

22. Indemnification.

Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Gov. Code section 810 *et seq.*], City shall defend, hold harmless and indemnify City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Manager's duties as City Manager. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, City shall have no duty to indemnify, defend or hold City Manager harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by him

23. Notices.

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the

parties as set forth below, but each party may change his/its address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

CITY:	City of Wildomar Attention: Mayor 23873 Clinton Keith Road, Suite 110 Wildomar, CA 92595
CITY MANAGER:	Chris Mann, City Manager Address on file with Human Resources

24. Conflict With City Municipal Code.

The City personnel ordinances, resolutions, personnel rules and regulations, and stand-alone personnel rules and policies shall apply to City Manager in the same manner as applied to other employees. In the event of a conflict between the provisions of this Agreement and the Municipal Code or council resolutions, the Municipal Code or council resolutions shall prevail over this Agreement, provided that such conflicting provisions are in effect as of September 26, 2025. In the event of a conflict between the provisions of this Agreement and City personnel rules and regulations, stand-alone personnel rules and policies, this Agreement shall prevail.

25. Entire Agreement.

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

26. Modifications.

Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

27. Effect of Waiver.

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

28. Partial Invalidity.

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

29. Vehicle Operation.

City Manager shall operate any vehicle used in connection with the performance of his 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.

30. Acknowledgment

City Manager acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he 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.

31. 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 the Superior Court of California for the County of Riverside, State of California.

CITY MANAGER EMPLOYMENT AGREEMENT
BY AND BETWEEN
THE CITY OF WILDOMAR AND CHRIS MANN

This Agreement is entered into this 26 day of September, 2025.

CITY OF WILDOMAR
Mayor Ashlee DePhillippo

CITY MANAGER
Chris Mann

By: Ashlee DePhillippo

By: Chris Mann

APPROVED AS TO FORM
City Attorney Thomas D. Jex

By: Thomas D. Jex

ATTEST
City Clerk Janet Morales

By: Janet Morales


[EXHIBIT A]

SEPARATION AGREEMENT

1. PARTIES.

This Separation Agreement (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Wildomar, a municipal corporation (hereinafter referred to as "CITY"), and Chris Mann, 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 September 26, 2025, through the City Manager Employment Agreement, dated _____, 2025 ("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 ____, ____. 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 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 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 amount of _____ and ____ cents (\$_____.00), as set forth in the

EMPLOYMENT AGREEMENT. Such payment will be made in equal installments at the beginning of each month and commencing on the first day of the month following the EFFECTIVE DATE of this AGREEMENT. Payments under this subsection will be made by a check payable to EMPLOYEE and mailed to his last known address on file with the CITY. CITY shall also provide commensurate number of months of health (medical, dental, and vision) benefits, continuing under the benefit plans in which the City Manager and his dependents are then enrolled, as provided in the EMPLOYMENT AGREEMENT. EMPLOYEE acknowledges, as provided in the EMPLOYMENT AGREEMENT, that if he is hired by an employer before receiving the final installment under this subparagraph, the EMPLOYEE forfeits his right under this subsection to receive the remaining installments and the commensurate remaining number of months of health (medical, dental, and vision) benefits, if applicable.

- 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 section 12900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, 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. section 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 he 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 he 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, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he 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 he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his 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 he 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, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has seven (7) days following his 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 he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his 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 his 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 his employment with CITY.
- 7.9. No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against CITY or CITY PARTIES with any local, state or federal agency or court; that he 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, he 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; Venue: 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. Venue is proper only in the Superior Court of California for the County of Riverside, 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 and City Attorney

City of Wildomar

23873 Clinton Keith Rd., Suite 201

Wildomar, CA 92595

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

CHRIS MANN

Dated: _____

CITY

ASHLEE DEPHILLIPPO, Mayor

ATTEST:

Janet Morales, City Clerk

APPROVED AS TO FORM:

Burke, Williams & Sorensen, LLP

Thomas D. Jex, City Attorney