

**CITY OF CANYON LAKE
BATTALION CHIEF AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Amended and Restated Employment Agreement ("Agreement") is made and entered into this 14th day of June, 2023, by and between the CITY OF CANYON LAKE ("CITY"), a California municipal corporation and general law city, and MICHAEL SAMUELS ("EMPLOYEE"), an individual. This Agreement shall be considered effective July 1, 2023, on the following terms and conditions:

RECITALS

A. CITY desires to continue to employ the services of EMPLOYEE as BATTALION CHIEF of CITY ("BATTALION CHIEF") in consideration of and subject to the terms, conditions and benefits set forth in this Agreement.

B. EMPLOYEE desires to continue his at-will employment as BATTALION CHIEF of CITY in consideration of and subject to the terms, conditions and benefits set forth in this Agreement.

C. This Agreement supersedes any previous agreement, side letter, or understanding, whether written or oral, between the parties.

D. The compensation considered in this Agreement has been approved by the City Council consistent with the requirements of CLMC Section 2.34.060(c).

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. **Position and Duties.**

1.1 **Position.** EMPLOYEE accepts employment with the CITY as BATTALION CHIEF and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. EMPLOYEE shall provide service at the direction and under the supervision of the FIRE CHIEF. It is the intent of the parties that the BATTALION CHIEF shall keep the FIRE CHIEF fully apprised of all significant ongoing operations of the Canyon Lake Fire Department and such other responsibilities which may be assigned to EMPLOYEE. Toward that end, EMPLOYEE shall report directly to the FIRE CHIEF and will periodically, or as may be specifically requested by the FIRE CHIEF, provide status reports to the FIRE CHIEF on his activities and those of the Canyon Lake Fire Department.

1.2 **Period of Employment/Commencement Dates.** EMPLOYEE shall serve for a term of one (1) year until June 30, 2024, subject to the provisions contained in this Agreement concerning termination of his services or voluntary separation from service. This agreement shall have a renewal period whereas, on or before January 1, 2024, the FIRE CHIEF will notify the EMPLOYEE in writing if the FIRE CHIEF intends to extend his contract. If the FIRE CHIEF gives the EMPLOYEE notice that the contract will not be extended, the EMPLOYEE will continue to serve until June 30, 2024 and at that time the agreement shall expire. If the FIRE CHIEF does not provide such notice, the agreement shall be automatically extended to December 31, 2024 and continue to extend one day at a time, so that there will always be one year remaining on the term until such notice is given. EMPLOYEE agrees to waive any notice of termination as may be provided for in any City ordinance,

resolution, policy, personnel rule, practice or procedure of the of the City, except as is expressly provided in this Agreement. This Agreement shall be effective on the Commencement Date upon being executed by EMPLOYEE and the City Manager. CITY shall employ EMPLOYEE from the Commencement Date until the earlier of the expiration of the term or until EMPLOYEE's employment is terminated in accordance with Section 6 [Termination] of this Agreement.

1.3 **At-Will.** EMPLOYEE acknowledges that he is, and at all times shall be, an at-will employee of CITY, and shall serve at the pleasure of the FIRE CHIEF at all times during the period of employment. The terms of the CITY's personnel rules, policies, procedures, ordinances, or resolutions (collectively "Personnel Policies") shall not apply to EMPLOYEE except that the Personnel Policies related to harassment, discrimination and workplace violence and similar policies shall apply to him. Nothing in this Agreement is intended to, or does, confer upon EMPLOYEE any right to any property interest in continued employment, or to any due process right to a hearing before or after a decision by the FIRE CHIEF to terminate his employment, except as is expressly provided in Section 6 [Termination] of this Agreement. 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 6 [Termination]. 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 6 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and EMPLOYEE, as set forth in Section 6 [Termination] below.

1.4 **Duties.** EMPLOYEE shall serve as the BATTALION CHIEF and shall report directly to the FIRE CHIEF. EMPLOYEE, as the BATTALION CHIEF, shall be vested with the powers, duties and responsibilities set forth in both the Canyon Lake Municipal Code and as assigned by the FIRE CHIEF, as both may be amended from time to time, and the terms of which are incorporated herein by reference. Without additional compensation, EMPLOYEE shall provide such other services as are customary and appropriate to the position of BATTALION CHIEF, together with such additional services assigned from time to time by the FIRE CHIEF as may be consistent with California and federal law and the Canyon Lake Municipal Code. EMPLOYEE shall devote his best efforts and full-time attention to the performance of these duties.

1.5 **Hours of Work.** EMPLOYEE shall devote his best efforts and full-time attention to satisfactorily performing his duties as BATTALION CHIEF. The Parties understand the unique nature of the BATTALION CHIEF position in the City of Canyon Lake, as a management-level employee of a public safety agency and second-in-command of the Fire Department, and as such, agree that as BATTALION CHIEF, EMPLOYEE is "on duty" twenty-four (24) hours per day, unless another chief officer is "on-duty" in his place. The parties further expect that a minimum of thirty-eight (38) hours per week shall be required to perform the BATTALION CHIEF's on-site duties during regular business hours. The BATTALION CHIEF is required to attend emergency responses and participate in civic engagement functions outside normal business hours. The position of BATTALION CHIEF shall be deemed an exempt position under the Fair Labor Standards Act. EMPLOYEE's compensation (whether salary or benefits or other allowances) shall not be based on hours worked and EMPLOYEE shall not be entitled to any compensation for overtime.

1.6 **Regional and Professional Activity.** During the period of employment, the City desires EMPLOYEE to be reasonably active in national, statewide, regional and professional organizations that will contribute to EMPLOYEE's professional development and standing and that will contribute to the advancement of the CITY's interests and standing. Toward that end, EMPLOYEE may, upon advance notice to and approval of the FIRE CHIEF, undertake such activities as are directly related to his professional development and that advance the interests and

standing of the CITY, provided that such activities do not in any way interfere with or adversely affect his employment as BATTALION CHIEF or the performance of his duties as provided herein. Participation in such activities shall be subject to the constraints of the CITY's adopted budget. CITY agrees to budget and pay for the dues and subscriptions for EMPLOYEE necessary for his participation in such organizations subject to the approval of the FIRE CHIEF. CITY agrees to reimburse EMPLOYEE's reasonable and necessary travel, business and subsistence expenses for his activities as provided in Section 1.8 [Reimbursement] of this Agreement.

1.7 **Other Activity.** During the period of his employment, EMPLOYEE shall not, except with the express prior written consent of the FIRE CHIEF, accept any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 [Regional and Professional Activity]), regardless of whether for pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict of interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of EMPLOYEE's duties as BATTALION CHIEF.

1.8 **Reimbursement.** CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence and other business expenses he may incur in the performance of his duties. All reimbursements shall be subject to and in accordance with the CITY's adopted Employee Reimbursement Policy.

2. **Compensation.**

2.1 **Base Salary.** Beginning on the effective date of this Agreement, EMPLOYEE shall receive an annual base salary of ninety-nine thousand five hundred twenty-two dollars and sixty-two cents \$99,522.62 ("Base Salary") The Base Salary may be adjusted on an annual basis by up to 5 percent for the position of BATTALION CHIEF in the sole discretion of the FIRE CHIEF. The FIRE CHIEF will consider the adjustment to Base Salary as part of EMPLOYEE's annual evaluation described in section 4 [Evaluation]. In considering whether to adjust the Base Salary, the FIRE CHIEF will consider EMPLOYEE's achievement of objective performance goals mutually agreed upon by the FIRE CHIEF and EMPLOYEE and as approved by the City Council as part of the City's annual operating budget each year The FIRE CHIEF may reduce the Base Salary as part of a City-wide reduction in City employee salaries.

2.2 **Performance and Longevity Bonus.** The FIRE CHIEF and BATTALION CHIEF may set mutually-agreed-upon objectives for each year under this Agreement. In addition to the objective performance goals referenced above, each year as part of BATTALION CHIEF's annual evaluation, the FIRE CHIEF may also consider EMPLOYEE's overall performance as BATTALION CHIEF, including leadership skills, professional ethics, community engagement, and progress in meeting, achieving or exceeding FIRE CHIEF's defined goals, priorities, activities, and programs for the City as well as notable involvement in local, regional, and statewide organizations beneficial to the City, and other factors the FIRE CHIEF may consider relevant. Following the completion of the Annual Evaluation, the City Manager may grant a Performance and Longevity Bonus of up to 15 percent as approved by the City Council as part of the City's annual operating budget each year. BATTALION CHIEF will have the option to receive this payment in one lump sum or 24 pay periods beginning July 1. If BATTALION CHIEF elects to receive payment over time and later separates from the City for any reason prior to the final payment, then the City shall include all remaining payments in BATTALION CHIEF's final paycheck.

2.3 **Deferred Compensation.** During the period of his employment, EMPLOYEE shall be entitled to participate in CITY's deferred compensation programs on the same basis as other Canyon Lake Fire Department employees.

2.4 **Retirement Contributions.** BATTALION CHIEF shall be enrolled in Public Agency Retirement Services (PARS). The City shall pay up to 7.5 percent of BATTALION CHIEF's required monthly contribution for PARS.

2.5 **Benefits.**

2.5.1 **Health Insurance.** CITY agrees that, during the period of his employment it will make available to EMPLOYEE and his eligible dependents the CITY health, dental and vision insurance on the same basis as other City of Canyon Lake employees.

2.5.2 **Life Insurance.** CITY agrees that, during the period of his employment it will make available to EMPLOYEE life insurance on the same basis as other Canyon Lake Fire Department employees.

2.5.3 **Long-Term Disability Insurance.** CITY agrees that, during the period of his employment it will make available to EMPLOYEE long-term disability insurance on the same basis as other Canyon Lake Fire Department employees.

2.5.4 **City-Owned Vehicle.** During the period of employment, upon delivery to the CITY (expected no later than July 31, 2022) CITY will provide EMPLOYEE a city-owned vehicle equipped with emergency equipment as described in CVC 21055(b) for his exclusive use and for limited personal use as may be required to maintain a one-hour response time to the Canyon Lake Fire Department. CITY shall pay for, or reimburse EMPLOYEE for, the necessary cost of automobile registration, insurance, fuel, and maintenance. EMPLOYEE shall keep the vehicle in reasonable repair, obey all traffic laws relating to the operation of the vehicle and shall use due care and caution in its operation.

2.5.5 **Business-Related Equipment.** As EMPLOYEE is expected to be available by cell phone, email and text, the City shall provide EMPLOYEE a cell phone and internet allowance in the amount of One Hundred Fifty Dollars (\$150.00) per month to reimburse EMPLOYEE for the business use of such devices and services.

2.4 **Limitation.** EMPLOYEE shall only be entitled to such pay or benefits that are expressly provided by this Agreement. The terms of the CITY's personnel rules, policies, procedures, ordinances, or resolutions (collectively "Personnel Policies"), including but not limited to those provisions within the Employee Handbook and Personnel Policy Manual related to Compensation and Benefits, shall not apply to EMPLOYEE except to the extent expressly provided for by this Agreement.

3. **Vacation and Leave.**

3.1 **Vacation.** EMPLOYEE shall accrue vacation leave at the same rate provided to the City's full-time, salaried employees, in addition to recognized City holidays. During the Term of this Agreement EMPLOYEE may accumulate up to a maximum of four hundred forty (440) hours of vacation leave. At any time during the term of this agreement, EMPLOYEE shall be entitled to cash out accrued but unused vacation hours, provided that at least eighty (80) accrued but unused vacation leave hours remain available. The amount paid EMPLOYEE shall be based on EMPLOYEE's annual Base

Salary at the time the vacation leave is paid. Upon termination or resignation from employment or the non-renewal of this Agreement, EMPLOYEE shall be paid for all accrued and unused vacation leave.

3.2 **Holidays.** Paid holidays shall be in accordance with the CITY's current practices and are subject to change. Paid holidays will be those deemed authorized by the City. The hour value of each holiday shall be equivalent to EMPLOYEE'S scheduled workday.

3.3 **Administrative Leave.** EMPLOYEE shall be credited with 40 hours of administrative leave on the effective date of this Agreement. Thereafter, EMPLOYEE shall accrue 120 hours of administrative leave on the first day of January each year. EMPLOYEE shall be eligible to use administrative leave as it is accrued, excepting that he must be employed full-time by the City continuously for a period of not less than 90 days in order to use administrative leave. EMPLOYEE shall be permitted to accumulate a maximum of 240 hours of administrative leave. Upon termination, EMPLOYEE shall be compensated for accrued unused administrative leave at his then current pay rate.

3.4 **Sick Leave.** EMPLOYEE shall accrue sick leave at the same rate provided to the City's full-time, salaried employees. EMPLOYEE may accumulate sick leave up to the maximum provided for the City's full-time employees.

4. **Evaluation.**

Annually, the FIRE CHIEF will review and evaluate the performance of EMPLOYEE as BATTALION CHIEF. Failure of the FIRE CHIEF to provide a performance evaluation shall not limit the CITY's ability to terminate this Agreement pursuant to Section 6 [Termination].

5. **RESERVED.**

6. **Termination.**

6.1 **By CITY Not for Cause**

6.1.1 The FIRE CHIEF may terminate EMPLOYEE's employment and this Agreement at any time without cause and regardless of reason ("not-for-cause"). In the event EMPLOYEE is terminated not-for-cause, CITY shall provide EMPLOYEE with fourteen (14) days' written notice, upon the conclusion of which the CITY will pay EMPLOYEE a severance payment ("Severance Payment") equal to three (3) months' Base Salary less applicable deductions together with any accrued benefits and leave to which EMPLOYEE is entitled to receive under this Agreement or by law. These amounts shall be paid in one lump sum payment pursuant to the terms of the release agreement described in section 6.1.2 below.

6.1.2 In exchange for the Severance Payment, EMPLOYEE shall sign a full release, releasing CITY, its council members, officers, employees, independent contractors, and agents from liability for any employment or contract related claim or any other claim on whatever basis and EMPLOYEE agrees that he will not file, initiate, or cause to be filed or initiated any action in any federal or California court or agency for wrongful termination or other causes action such as, but not limited to, discrimination. GENERAL RELEASE AGREEMENT (Attachment A)

6.2 **By CITY for Cause.** CITY may immediately terminate this Agreement at any time for cause by providing EMPLOYEE written notice of his termination. No Severance Payment or any further salary or special compensation shall be paid in the event EMPLOYEE's employment is terminated for cause except for accrued and unused vacation leave as provided in this Agreement together with any

extension of benefits required under California and federal law. For purposes of this Agreement, "cause" for termination shall include, but not be limited to, the following: theft or attempted theft; fraud or other type of criminal dishonesty; misuse or misappropriation of public funds or property; willful or persistent material breach of duties; engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or time; use of unlawful violence against any employee or person while on City property; conviction of a felony or misdemeanor showing moral turpitude; engaging in any conduct constituting a misdemeanor or felony tending to bring disrepute to the CITY; being fined by the Fair Political Practices Commission for a violation of the Political Reform Act or FPPC Regulation in an amount in excess of \$500; being convicted of violating Government Code section 1090 *et seq.*; being convicted of any crime described in Government Code section 53243.4; failure to comply with clear and lawful directives of the FIRE CHIEF; and unauthorized absences. EMPLOYEE expressly waives any rights provided for Administrative Personnel under the CITY's Personnel Policies, any rights provided for the EMPLOYEE under the Canyon Lake 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 EMPLOYEE has a California or federal constitutional right to a name clearing hearing.

6.3 Any termination of EMPLOYEE by the City shall comply with Government Code section 3254(c) when and to the extent applicable and for such purposes, EMPLOYEE shall be considered equivalent to a fire chief.

6.4 **By Employee.** EMPLOYEE may terminate his employment for any reason, and at any time, with or without cause, by providing CITY thirty (30) days advance written notice. CITY shall have the option, in its complete discretion, to make EMPLOYEE's termination effective at any time prior to the end of such period, provided CITY pays EMPLOYEE all compensation due and owing him through to the last day actually worked, plus an amount equal to the base salary EMPLOYEE would have earned through the balance of the above 30-day notice period.

6.5 **Termination Obligations.** EMPLOYEE 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 EMPLOYEE's employment. EMPLOYEE's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

6.6 **Benefits Upon Termination.** All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE's termination, except as specified in Sections 5 and 6, unless expressly continued either under this Agreement, under any specific written policy or benefit plan applicable to EMPLOYEE, or unless otherwise required by law.

6.7 **Reimbursement Under Certain Circumstances.** The Parties acknowledge that Government Code section 53243.3 may require EMPLOYEE to reimburse CITY for certain payments made by CITY to EMPLOYEE or on EMPLOYEE's behalf during the term of his employment with CITY should he be convicted of any crime within the meaning of Section 53243.3.

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 his 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, EMPLOYEE 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, EMPLOYEE shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. EMPLOYEE's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

8. **Conflict Interest.**

EMPLOYEE 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. **General Provisions.**

9.1 **Vehicle Operation.** EMPLOYEE shall operate any vehicle used in connection with the performance of his duties as BATTALION CHIEF 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 his employment.

9.2 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and/or at the last known address maintained in EMPLOYEE's personnel file. EMPLOYEE agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:

City of Canyon Lake
Attn.: City Manager
31516 Railroad Canyon Rd.
Canyon Lake, CA 92587

BATTALION CHIEF's Address:

Michael Samuels
31516 Railroad Canyon Rd.
Canyon Lake, CA 92587

9.3 **Indemnification.** Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et seq.*], the CITY will indemnify, defend, and hold EMPLOYEE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during EMPLOYEE's tenure as BATTALION CHIEF.

9.4 **Bonding.** The CITY shall bear the full cost of any fidelity or other bonds required for the BATTALION CHIEF under any law or ordinance.

9.5 **Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements.

9.6 **Amendments.** This Agreement may not be amended except in a written document signed by the City Manager and EMPLOYEE.

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

9.8 **Assignment.** EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

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

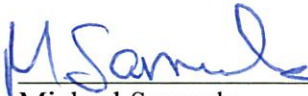
9.10 **Attorneys' Fees.** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

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

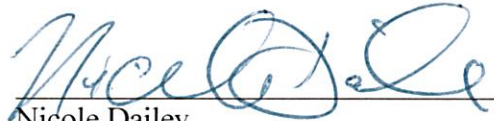
9.12 **Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for 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 only be altered, amended or modified by an instrument in writing, executed by the City Manager and EMPLOYEE, 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.

9.13 **Acknowledgment.** EMPLOYEE acknowledges that he has had the opportunity to consult legal counsel of his choice 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.

THIS AGREEMENT HAS BEEN SIGNED ON BEHALF OF THE CITY OF CANYON LAKE BY ITS CITY MANAGER AND DULY ATTESTED TO BY ITS CITY CLERK, AND EMPLOYEE HAS SIGNED AND EXECUTED THE AGREEMENT, AS OF THE DATE FIRST INDICATED ABOVE.



Michael Samuels
Battalion Chief



Nicole Dailey
City Manager

ATTEST:

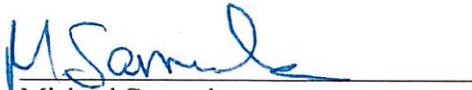
APPROVED AS TO FORM




Sheryl Garcia
City Clerk

Steven Graham
City Attorney

THIS AGREEMENT HAS BEEN SIGNED ON BEHALF OF THE CITY OF CANYON LAKE BY ITS CITY MANAGER AND DULY ATTESTED TO BY ITS CITY CLERK, AND EMPLOYEE HAS SIGNED AND EXECUTED THE AGREEMENT, AS OF THE DATE FIRST INDICATED ABOVE.



Michael Samuels
Battalion Chief




Nicole Dailey
City Manager

ATTEST:



Sheryl Garcia
City Clerk

APPROVED AS TO FORM



Steven Graham
City Attorney

ATTACHMENT A

GENERAL RELEASE AGREEMENT

This General Release Agreement ("Release Agreement") is entered into by and between Michael Samuels ("EMPLOYEE") and City of Canyon Lake ("CITY"), in light of the following facts:

- A. EMPLOYEE's employment with CITY concluded on_____.
 - B. Certain disputes have arisen between CITY and EMPLOYEE.
 - C. CITY and EMPLOYEE each deny any liability whatsoever to the other.
 - D. CITY and EMPLOYEE wish to fully and finally resolve any and all disputes they may have with each other.
 - E. EMPLOYEE is hereby informed that EMPLOYEE has twenty-one (21) days from receipt of this Agreement to consider it. CITY hereby advises EMPLOYEE to consult with EMPLOYEE's legal counsel before signing this Agreement.
 - F. EMPLOYEE acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), EMPLOYEE may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.
 - G. EMPLOYEE acknowledges that the Salary Payment referenced in paragraph 1 of this Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to EMPLOYEE through the date of employment termination. EMPLOYEE also acknowledges that CITY has made this Salary Payment without regard to whether EMPLOYEE signs this Agreement. The Salary Payment does not constitute consideration for this Agreement.
1. Receipt of Salary Payment. EMPLOYEE hereby acknowledges receipt of a check or checks for all compensation owing to EMPLOYEE, including salary, accrued benefit balances and reimbursed expenses ("Salary Payment") from CITY.
 2. Severance. Within seven (7) days following EMPLOYEE's signing, delivering to the CITY, and not revoking this Agreement, CITY shall make the lump sum payment to EMPLOYEE in the amounts provided for in Subsection 6.1. of the attached Employment Agreement, less applicable deductions. EMPLOYEE acknowledges that the Severance is in excess of all amounts due and owing EMPLOYEE as a result of EMPLOYEE's employment by CITY.
 3. General Release. In consideration of the Severance to be paid and provided to EMPLOYEE, and other good and valuable consideration, EMPLOYEE hereby releases and discharges CITY and its past and present City Council Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of EMPLOYEE's employment by CITY which EMPLOYEE now has, or ever had, including but not limited to any rights, claims, causes of action

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

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

"A general release does not extend to claims 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 INITIALS *** _____**

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

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

4. Fees and Costs. EMPLOYEE and CITY agree that in the event of litigation relating to this Release Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs.

[SIGNATURE PAGE FOLLOWS]

**GENERAL RELEASE
AGREEMENT**

This Agreement is entered into this _____ day of _____, _____.

CITY OF CANYON LAKE
CITY MANAGER

Michael Samuels

By: _____

By: _____

APPROVED AS TO FORM
CITY ATTORNEY

By: _____

ATTEST
CITY CLERK

By: _____