CITY MANAGER EMPLOYMENT AGREEMENT
Between the City of Poway, a Municipal Corporation, and Tina M. White

1. Parties and Date

This Agreement is dated September 6, 2016, and is effective as of September 7, 2016, by and between the City of Poway, California, a municipal corporation (the "City"), and Tina M. White, an individual (the "City Manager").

A. The City requires the services of a City Manager.

B. The City Manager has the necessary education, experience, skills and expertise to serve as the City's City Manager;

C. The City Council of the City (the "City Council") desires to employ the City Manager to serve as the City Manager of City;

D. The Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 *et seq.*; and

E. In consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the Parties agree as provided in this Agreement.

2. Employment

The City hereby employs the City Manager as its City Manager, and the City Manager hereby accepts such employment.

3. Commitments and Understandings

A. <u>The City Manager's Commitments</u>

(1) <u>Duties & Authority</u>

(a) 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.

(b) The City Manager shall perform all of the duties of the City Manager as set forth in Section 2.08.070 of the Poway Municipal Code (the "Municipal Code"), the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time.

(c) The City Council has designated and may also designate the City Manager as the chief executive of other City-related legal entities. Such other legal entities include the Poway Housing Authority; the City in its capacity of successor agency to the former

Redevelopment Agency of the City of Poway; the City's financing authority; and its joint powers authorities.

(d) To accomplish this, the City Manager shall have the power and be required to:

(i) Attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council.

(ii) Review all agenda documents before preparing the agenda for any regular or special meetings of the City Council.

(iii) Direct the work of all appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. The City Manager may undertake any study or investigation that is necessary or desirable, or as directed by the City Council. The City Manager shall endeavor to implement changes that the City Manager believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.

(iv) Recommend to the City Council adoption of such measures as the City Manager may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.

(v) Consolidate or combine offices, positions, departments, or units under the City Manager's jurisdiction. The City Manager may be the head of one or more City departments.

(vi) Conduct research in administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.

(vii) Provide management training and develop leadership qualities among department heads and staff as necessary to build a City management team that can plan for and meet future challenges.

(viii) Exercise control of City government in emergencies as authorized by the Municipal Code and California law.

(2) Hours of Work

(a) The City Manager is an exempt employee without set hours of work, but is expected to be available at all times and to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position.

(b) The City Manager shall spend sufficient hours on site to perform the City Manager's duties; however, the City Manager has discretion over the City Manager's work schedule and work location.

(3) Disability or inability to perform

In the event the City Manager becomes mentally or physically incapable of performing the City Manager's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months, the City Council may terminate the City Manager. If the City Council does elect to terminate the City Manager due to incapacity, the City Manager shall receive all severance benefits provided in Section 6(C) below.

B. City Commitments

(1) The City shall provide the City Manager with the compensation, incentives and benefits, specified elsewhere in this Agreement.

(2) The City shall provide the City Manager with office space, staff, equipment, supplies, automobile allowance, and all other facilities and services adequate for the performance of the City Manager's duties.

(3) The City shall pay for or provide the City Manager reimbursement for all actual business expenses. The City shall provide the City Manager a credit card to charge appropriate and lawful business expenses.

(4) The City agrees to pay the professional dues and subscriptions on behalf of the City Manager for participation in national, regional, state, or local associations and organizations, as necessary and desirable for the good of the City, and for the City Manager's continued professional participation and advancement.

(5) The City agrees to pay the travel and subsistence expenses of the City Manager for purposes such as official functions, meetings, occasions, short courses, institutes and seminars that are necessary for the good of the City or for the professional development of the City Manager.

(6) The City shall provide a monthly cell phone allowance of $75 as established by City policy.

C. City Council Commitments

(1) The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Manager.

(2) Except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors, and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately.

(3) The City Council agrees none of its individual members will order the appointment or removal of any person to any office or employment under the supervision and control of the City Manager.

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

(5) Neither the City Council nor any of its members shall interfere with the execution of the powers and duties of the City Manager. The City Manager shall take orders and instructions from the City Council only when it is sitting as a body in a lawfully held meeting.

D. Mutual Commitments

(1) Performance Evaluation

(a) The City Council recognizes that for the City Manager to respond to its needs and to grow in the performance of the City Manager's job, the City Manager needs to know how the City Council members evaluate the City Manager's performance. To assure that the City Manager gets this feedback, the City Council shall conduct an evaluation of the City Manager's performance at least once each year, and/or when it deems necessary to discuss any concerns or direction in performance.

(b) The City Council and City Manager shall jointly define goals and performance objectives which they deem necessary for the proper operation of the City in the attainment of the City Council's policy objectives, and shall establish the relative priority among the various goals and objectives.

(2) ICMA Code of Ethics

(a) The Parties acknowledge that the City Manager is committed to the ideals of the International City Management Association ("ICMA"). The Parties mutually desire that the City Manager be subject to and comply with the ICMA Code of Ethics (Attachment A).

(b) The City Manager commits to comply with the ICMA Code of Ethics.

(c) The City and the City Council agree that neither the City Council nor any of its members will give the City Manager any order, direction, or request that would require the City Manager to violate the ICMA Code of Ethics.

4. COMPENSATION

The City agrees to provide the following compensation to the City Manager during the term of the agreement:

A. Compensation & Required Employer Costs

(1) Base Salary

(a) The annual base salary for the position of City Manager shall be $236,280. This salary will be increased at the same time and amount as that of other Poway management employees in the Management/Confidential Group 1. The salary of the City Manager shall be at a similar market position as Poway department directors and other management staff.

(b) The City Manager shall be paid at the same intervals and in the same manner as regular City employees; in the event that there are more than twenty-six pay periods in a calendar year the periodic payments shall be adjusted accordingly so that the salary shall not exceed any amount approved by the City Council.

(c) The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of the City Manager, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

(2) Required Employer Costs

(a) Federal Insurance Contributions Act (FICA) (if applicable), including Medicare.

(b) Unemployment Compensation.

(c) Public Employees Retirement System (PERS).

The City contracts with the California Public Employees' Retirement System for retirement benefits. The City will pay the City's share, and the City Manager shall pay the employee's share (e.g., 7%), for participation in PERS. The City also contracts with Public Agency Retirement Services (PARS) for a Retirement Enhancement Plan, for which the City Manager is eligible and vested. For purposes of PARS benefits, City Manager will be provided Tier VI benefits. City Manager had a leave of absence from employment with the City from June 24, 2009 to March 14, 2010; however, for PARS benefits determination purposes her original date of hire, October 15, 2001, will be applied.

(d) The cost of any fidelity or other bonds required by law for the City Manager.

(e) The cost to defend and indemnify the City Manager as provided in Section 7(F) below.

(f) Workers' Compensation.

B. Basic Benefits

(1) Holidays

The City Manager is entitled to those paid holidays in accordance with the provisions of the Salary and Benefit Plan for the Management/Confidential Group 1.

(2) Leave Allowance

The City Manager shall receive the same vacation, executive and sick leave accrual and benefits as provided to the Group 1 Management class of City employees, based on tenure. The City Manager shall be paid for any unused accrued vacation upon either voluntary or involuntary termination of employment.

(3) Automobile

The City Manager shall be provided a monthly automobile allowance of $633.33 in exchange for making a vehicle available for the City Manager's own use and for City-related business and/or functions during, before and after normal work hours. The City Manager is not precluded from using City vehicles for City business during, before, and after the normal workday on occasion, when appropriate.

(4) Benefits that Accrue to Other Employees

The City Manager shall be entitled to all benefits, rights, and privileges accorded to non-public safety City Department Directors except as

otherwise provided in this Agreement. If there is any conflict between this Agreement and any resolution fixing compensation and benefits for non-public safety City Executive Management employees or other non-classified employees, this Agreement shall control.

5. SECURITY

A. Pensions

(1) Public Employees Retirement System (PERS); Public Agency Retirement System (PARS)

For the purposes of PERS reporting, the City shall incorporate into the reported base pay as compensation earnable, but only to the extent, if any, that PERS will consider it to be compensation earnable, the Section 4.A(1) base pay. City Manager shall contribute 7% of base salary toward CalPERS. As with other employees hired by the City in 2001, City Manager is also eligible and fully vested in the PARS supplemental retirement benefit, which provides benefits at the equivalent of the CalPERS 2.7 @ 55 formula. City shall pay the full PARS contribution on behalf of City Manager, as it does for other Management Group 1 employees.

(2) Pre-Retirement Optional Settlement 2 Death Benefit

This benefit will be provided by the City.

(3) Deferred Compensation

(a) Section 457 Plan

The City will make, in equal proportionate amounts each pay period, an annual contribution that is calculated at 90% of the maximum contribution allowed by the Internal Revenue Code and its related regulations (excluding any age-related and "catch-up" provisions that are now or may in the future become applicable) into a qualified Section 457 Plan from one of the City approved plans as selected by the City Manager. Amounts contributed under this section shall be to the benefit of the City Manager in accordance with the Deferred Compensation Plan participation agreement. As of the date of this Agreement the maximum contribution is $18,000; therefore, the initial annual contribution will be $16,200.

(b) Section 401(a) Plan

The City will make, in equal proportionate amounts each pay period, an annual contribution of $6,000 into an Internal Revenue Code Section 401(a) account.

(c) Internal Revenue Code Compliance

All provisions of this Section 5(A) are subject to the provisions and limitations of the Internal Revenue Code and its related regulations as amended from time to time. No requirement of any provision of this Section 5(A) shall be effective if it would violate any provision of the Internal Revenue Code or its related regulations.

B. Insurance

(1) Disability Insurance

Long Term Insurance is provided.

6. SEPARATION

A. Resignation/Retirement

The City Manager may resign at any time and agrees to give the City at least 45 days' advance written notice of the effective date of the City Manager's resignation, unless the Parties otherwise agree in writing. If the City Manager retires from full time public service with the City, the City Manager may provide six months' advance notice. The City Manager's actual retirement date will be mutually established.

B. Termination & Removal

(1) Manager is an at-will employee serving at the pleasure of the City Council as provided in Government Code Section 36506.

(2) The City Council may remove the City Manager at any time, either with or without cause, by a majority vote of its members at a noticed and conducted meeting of the City Council. Notice of termination shall be provided to the City Manager in writing. The City Council may also elect not to renew this Agreement. Notice of nonrenewal shall also be provided to the City Manager in writing. The City Council understands that termination or nonrenewal of employment without cause could result in an adverse financial impact not completely mitigated by any severance compensation as provided in this Agreement. Therefore, the City Council agrees that if termination or nonrenewal is made without cause it shall provide not less than 270 days' notice of termination to the City Manager. If the City Manager resigns after receiving notice of termination, or notice of nonrenewal, the resignation shall be considered "involuntary" as described in Section 6(D) of this Agreement. Termination as used in this section shall also include a request that the City Manager resign, a reduction in salary or other financial benefits of the City Manager (excluding a general City Management salary reduction), a material reduction in the powers and authority of the City Manager, or the elimination of the City Manager's position. Any such notice of termination

or act constituting termination shall be given at or effectuated at a duly noticed and conducted meeting of the City Council.

(3) As provided in Municipal Code Section 2.08.090, the City Manager shall not be terminated during the 90-day period following any City election for membership on the City Council.

C. Severance Pay

(1) In the event the City Manager is terminated by the City Council during such time that the City Manager is willing and able to perform the City Manager's duties under this Agreement, and the City Manager signs, delivers to the City Council and does not revoke, the General Release Agreement in the form attached hereto as Exhibit A (the "Release"), the City shall pay the City Manager a lump sum cash payment equal to the lesser of (a) the actual number of months' salary remaining on the current term of employment and the cash equivalent of health (medical, dental and vision) benefits for that same period, and (b) twelve (12) months' base salary and cash equivalent of health (medical, dental and vision) benefits then in effect as provided in Section 4(A) above. Such severance compensation is expressly contingent on the execution, delivery, and non-revocation of the Release. It is the intention of the parties that this paragraph complies with the requirements of Government Code Section 53260 *et seq.* In the event of any conflict between this provision and those code sections, the terms of those code sections shall govern the contractual relationship between the employer and employee.

(2) In addition, the City shall extend to the City Manager the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).

(3) In the event the City refuses, following written notice of non-compliance, to comply with any provision in this Employment Agreement benefiting the City Manager, or the City Manager resigns following a suggestion, whether formal or informal, by a majority of the City Council that the City Manager resign, then, in that event, the City Manager may, at the City Manager's option, be deemed to be "terminated" as of the date of such refusal to comply or suggestion to resign and this severance pay provision shall be actuated.

(4) All payments required under this Section 6 are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260.

D. Involuntary Resignation

(1) In the event that the City Council formally or a majority of the City Council informally asks the City Manager to resign, then the City Manager shall be entitled to resign and still receive the severance benefits provided in Section 6(C) above.

(2) The City Manager has relied upon the provisions of the Municipal Code upon entering into this Agreement, as it pertains to the City Manager's role, powers, duties, authority, responsibilities, compensation, and benefits. In the event the City Council adds, deletes or amends the Municipal Code without the consent of the City Manager, and such addition, deletion or amendment is inconsistent with the terms of this Agreement and the City Manager's role, powers, duties, authority, responsibilities, compensation and benefits as currently provided, then the City Manager shall have the right, at the City Manager's sole option, to give the City Council notice that such amendment(s) constitute a request by the City Council for the City Manager's involuntary resignation.

(3) Upon receipt of such notice the City Council shall have thirty days in which to do one of the following: (a) rescind the amendment(s); (b) renegotiate this Agreement to the City Manager's satisfaction; (c) confirm that the City Manager is being asked to involuntarily resign; or (d) take no action. In the event that either (c) or (d) occurs, or the City is unable to accomplish (b), then the City Manager is entitled to resign and still receive the severance benefits provided in Section 6(C) above.

E. Separation for Cause

(1) Notwithstanding the provisions of Section 6(C), the City Manager may be terminated for cause. As used in this section, "cause" shall mean only one or more the following:

(a) Conviction of, or no contest plea to, a felony;

(b) Conviction of, or no contest plea to, any illegal act involving moral turpitude or personal gain;

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

(d) Any act constituting a knowing and intentional violation of the City's conflict of interest code; or

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

(2) In the event the City terminates the City Manager for cause, then the City may terminate this Agreement immediately, and the City Manager shall be entitled to only the compensation accrued up to the date of termination, payments required by Section 6(F) below, and such other termination benefits and payments as may be required by law. The City Manager shall not be entitled to any severance benefits provided by Section 6(C).

(3) If the City Manager is terminated for cause, and "cause" meets the definition of "abuse of office or position," as defined in Government Code section 53243.4, the provisions of Government Code sections 53243

through 53243.4 shall apply and prevail over any contrary terms and conditions of this Agreement.

F. Payment for Unused Leave Balance

(1) On separation from City employment, the City Manager shall be paid for all unused accrued leave allowances provided in Section 4(B)(2) above in accordance with the current salary and benefits plan for Management/Confidential Group 1 employees. Accumulated leave balances shall be paid at the City Manager's monthly base salary rate at the effective date of separation.

(2) In the event the City Manager dies while employed by the City under this Agreement, the City Manager's beneficiaries or those entitled to the City Manager's estate, shall be entitled to the City Manager's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances.

G. Joint Statements of Separation In the event of resignation or retirement of the City Manager, termination by the City (with or without cause), or other separation of employment as described in the Section 6, the City and the City Manager agree that neither any member of the City Council, or the City's management staff, nor the City Manager, shall make any written, oral or electronic statement to any member of the public, the press, or any City employee concerning the City Manager's termination or separation, except in the form of a joint press release or statement, the contents of which is mutually agreeable to both the City and the City Manager. The joint press release or statement shall not contain any text or information that is disparaging to either Party. Either Party may verbally repeat the substance of this Section 6(G), and the joint press release or statement, in response to any inquiry.

7. MISCELLANEOUS PROVISIONS

A. Term

The initial term of this Agreement shall be for a period of thirty-six (36) months beginning 12:00 a.m. September 7, 2016 and continuing until 12:00 a.m. September 7, 2019 (the "initial Termination Date").

B. Subsequent Terms

Unless the City gives the City Manager written notice of non-renewal at least 270 days prior to the initial Termination Date or the termination date of any Renewal Term (as hereinafter defined) this Agreement may be renewed by the parties for one or more additional terms of up to three (3) years each, each renewal term to be reflected by a written amendment signed by the parties. If the parties cannot mutually agree to the term of any renewal this Agreement shall continue in effect for automatic renewals of one (1) year each (whether renewed by amendment or renewed by operation of this Section each, a "Renewal Term").

C. Provisions that Survive Termination

Many sections of this Agreement are intended by their terms to survive the City Manager's termination of employment with the City, including but limited to Sections 6 and 7(E). These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

D. Amendments

This Agreement may be amended at any time by mutual agreement of the City and the City Manager. Any amendments are to be negotiated, put in writing, and adopted by the City Council.

E. Conflict of Interest

(1) The City Manager shall not engage in any business or transaction or have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.

(2) The City Manager shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Manager's City employment.

(3) The City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

F. Indemnification

(1) To the full extent of the law, the City shall defend and indemnify the City Manager, in her capacity as City Manager, and as the chief executive of other City-related legal entities as provided in Section 3(A)(1)(c) above, against and for all losses sustained by the City Manager in direct consequences of the discharge of the City Manager's duties on the City's behalf for the period of the City Manager's employment, save and except those losses sustained as a result of the willful act or omission of the City Manager, including any "abuse of office or position," as described in Section 6(E)(3) of this Agreement.

(2) The City shall defend, save harmless and indemnify the 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. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

(3) Whenever the City Manager shall be sued for damages arising out of the performance of the City Manager's duties, the City shall provide defense counsel for the City Manager in such suit and indemnify the City Manager from any judgment rendered against the City Manager; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Manager's capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the City Manager may have under the law.

(4) The City and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the City Manager, while acting within the scope of the City Manager's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the City or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by the City Manager.

G. Severability

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

H. Laws Affecting Title

In addition to those laws affecting a City Manager, the City Manager shall have the same powers, rights and responsibilities as a Chief Executive Officer, City Administrative Officer, Administrator, and City Administrator as those terms are used in local, state or federal laws.

I. Jurisdiction and Venue

This Contract shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in San Diego County, California.

J. Entire Agreement

This Contract represents the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed agreement of the Parties.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

CITY OF POWAY

By: _____
Steve Vaus, Mayor

CITY MANAGER

By: _____
Tina M. White

ATTEST:

_____
Nancy Neufeld, City Clerk

APPROVED AS TO FORM:

By: _____
Morgan L. Foley, City Attorney

GENERAL RELEASE AGREEMENT

This General Release Agreement ("Release Agreement") is entered into by and between TINA M. WHITE ("Manager") and CITY OF POWAY, a general law city and municipal corporation ("City"), in light of the following facts:

A. Manager and City have previously entered into that certain City Manager Employment Agreement Between the City of Poway, a Municipal Corporation, and Tina M. White, dated September 6, 2016 (the "Employment Agreement"), setting forth the terms and conditions of City's employment of Manager as its City Manager.

B. As part of the consideration in the Employment Agreement the parties agreed to the terms and conditions of this Release Agreement in the event that Manager's employment with City was terminated under certain circumstances.

C. Manager's employment with City concluded on _____.

D. Certain disputes have arisen between City and Manager.

E. City and Manager each deny any liability whatsoever to the other.

F. City and Manager wish to fully and finally resolve any and all disputes they may have with each other.

G. Manager is hereby informed that she has twenty-one (21) days from receipt of this Agreement to consider it. City hereby advises Manager to consult with her legal counsel before signing this Agreement.

H. Manager acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), she may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.

I. Manager 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 her through the date of employment termination (the "Salary Payment"). Manager also acknowledges that City has made this Salary Payment without regard to whether she signs this Agreement. The Salary Payment does not constitute consideration for this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE COVENANTS CONTAINED HEREIN, MANAGER AND CITY HEREBY AGREE AS FOLLOWS:

1. Receipt of Salary Payment. Manager hereby acknowledges receipt of a check or checks for all compensation owing to her, including salary, accrued benefit balances and reimbursed expenses ("Salary Payment") from City.

2. Severance. Within five (5) days following Manager's signing and delivering this Release Agreement to the City, and provided that Manager has not revoked this Release Agreement during the Revocation Period, City shall pay Manager the gross amount provided for in Section 6(C) of the Employment Agreement (the "Severance"), less applicable deductions, and shall provide the months of medical benefits as provided in that same Section 6(A). Manager acknowledges that the Severance is in addition to all amounts earned by Manager, and due and owing her as a result of her employment by City, including the Salary Payment.

3. General Release. In consideration of the Severance to be paid and provided to Manager, and other good and valuable consideration, Manager hereby releases and discharges City and its past and present elected and appointed officers, officials, 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 her employment by City which she 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.

Manager hereby waives and relinquishes all rights and benefits afforded by section 1542 of the Civil Code of California. Manager 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 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."

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 elected and appointed officers, officials, employees, representatives and agents, Manager expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which she does not know or suspect to exist in her favor.

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

4. Fees and Costs. Manager and City agree that in the event of litigation relating to this Release Agreement, the prevailing party shall be entitled to recover her/its reasonable attorneys' fees and costs.

Dated _____, 20__

City of Poway,
a general law city and municipal corporation

By:_____

Manager

Dated:_____, 20__

_____
Tina M. White

APPROVED AS TO FORM:

By: _____

Date:_____

ATTEST:

By: _____

City Clerk

Date:_____