BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL ENTERING INTO AN AGREEMENT WITH CECILIO VELASCO FOR THE POSITION OF "CHIEF OF POLICE" FOR THE CITY OF AVENAL POLICE DEPARTMENT.

RESOLUTION 2024- 04

WHEREAS, the City of Avenal established a new Police Department which mobilized on November 15, 2010; and

WHEREAS, Robert Anthony Nevárez will have served as Interim Chief of Police from July 25, 2022, until on February 12, 2024; and

WHEREAS, On December, 2023, the City Council direct the City Manager to begin negotiations to contract the next Chief of Police; and

WHEREAS, it is in the best interest of the City and its Citizens to hire a Police Chief that has extensive knowledge and well-skilled in law enforcement and all that it entails; and

WHEREAS, Cecilio Velasco, with over 19 years of experience has extensive knowledge and is well-skilled in law enforcement and all that it entails; and

WHEREAS, the City desires to have a Chief who can maintain a positive working relationship with the community and staff, which Cecilio Velaco has done in his previous roles as acting Chief of Police, Commander and Sergeant at other agencies.

UPON MOTION OF COUNCIL MEMBER **GRAVELLE**, SECONDED BY COUNCIL MEMBER **VERDUGO**, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON **January 25, 2024**, BY THE FOLLOWING VOTE:

AYES: **GRAVELLE, VERDUGO, HERNANDEZ, PRECIADO.**
NOES: **NONE.**
ABSTAIN: **NONE.**
ABSENT: **RAMIREZ.**

ALVARO PRECIADO, Mayor
CITY OF AVENAL

ATTEST: _____
MARIA ORTIZ, City Clerk
CITY OF AVENAL

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NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found that the foregoing recitals are true;

2. Does hereby approve and authorize the City Manager to enter into an Agreement with Cecilio Velasco for the position of Avenal Police Chief commencing February 12, 2024 for a period as agreed upon and so designated by the attached Employment Agreement.

3. Ratify and approve the actions of the City Manager to negotiate and execute the attached Employment Agreement prior to January 25, 2024.

4. Authorized the City Manager, City Clerk and relevant City staff to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

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EMPLOYMENT AGREEMENT

This Agreement is made and entered into on the latest date set forth by signature below by and between the City of Avenal, California ("**CITY**") and Cecilio Velasco ("**EMPLOYEE**") both of whom understand and agree as follows:

WHEREAS, CITY desires to employ the services of EMPLOYEE as Chief of Police; and

WHEREAS, it is the desire of the CITY to provide certain benefits, to establish certain conditions of employment and to set working conditions for EMPLOYEE; and

WHEREAS, EMPLOYEE desires to accept employment as the Chief of Police for the City of Avenal under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Appointment and Duties.

A. Upon successful completion of EMPLOYEE's psychological and medical screenings, the City Council hereby appoints EMPLOYEE as the Chief of Police of the City of Avenal, to competently perform functions and duties of the Chief of Police as set forth in the City of Avenal Municipal Code, as it may be amended from time to time, in addition to any other functions and duties specified by State and federal law, CITY ordinance or resolution, CITY policies, operative job description or other directive, and to perform other legally permissible and proper duties and functions as the City Manager and the City Council shall assign from time to time, without additional compensation aside from the compensation provided for in this Agreement. Both parties acknowledge that the specific duties of the position may vary from time to time. EMPLOYEE must work exclusively for CITY and must not consult or accept concurrent employment or commercial business opportunity with any other person or entity without the prior written approval of the City Manager.

B. EMPLOYEE must devote his/her best efforts, full energy, skill, ability and productive time to the performance of his/her duties under this Agreement.

C. The operational control and supervision of the CITY's police department shall be under the control of the Chief of Police. Pursuant to Avenal Municipal Code ("**AMC**") § 4-11.01(d), the Chief of Police shall direct the administration and operations of the police department and, in addition to policies transmitted to him/her by the City Manager, shall establish such other policies, directives, rules and regulations for the administration and operations of the police department as he/she sees fit. However, from an organizational standpoint, and pursuant to AMC § 4-11.01(c), the City Manager shall be the immediate supervisor of the Chief of Police and the Chief of Police shall report directly to the City

Manager and not to the City Council or individual members thereof, unless otherwise directed to do so by the City Manager or a duly enacted ordinance.

D. The EMPLOYEE shall be responsible for the supervision of a full service municipal police department. EMPLOYEE's duties shall include, but are not limited to, the following:

1. Assisting with the recruitment of a qualified and competent full-time permanent Chief of Police who will be the successor to the incumbent Chief of Police;

2. Development and updating of a strategic Chief of Police succession plan for present and future incumbents of that public office;

3. Planning, organizing, coordination and implementation of all police services, and all services incidental thereto;

4. Preparation and submission to the City Manager of a proposed police department budget and grant applications as directed, and operation of the police department within the annual budget as approved by the City Council and authorized by the City Manager;

5. Hiring, training and supervision of all police department personnel, provided that pursuant to AMC § 4-11.01(d), all terminations and filling of vacancies within the police department must only occur with the express consent and approval of the City Manager, which must be in writing;

6. Supervision and control of all equipment and motor vehicles assigned to and held by the police department;

7. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications and policies for the police department;

8. Maintaining the discipline of police department personnel; the development and issuing of orders, rules, regulations, policies and procedures, subject to the approval of the City Manager and consistent with CITY's ordinances, rules and regulations to the extent appropriate;

9. Provide police department goals, objective, priorities, statistical reports and police activities, as directed by the City Manager, to the City Council;

10. Maintain regular communication with, and provide written progress reports to, the City Manager as to all pending requests to the Chief of Police from the City Manager and City Council;

11. Coordinate with the City Manager an introduction to the City Council of all new CITY police officers, and an opportunity for them to be ceremonially sworn in at a City Council meeting with their loved ones present;

12. Coordinate with the City Manager a time to recognize, at a City Council meeting, individual CITY police officers who have achieved a significant professional accomplishment;

13. Provide communications with the public, including the media, on matters relating to crime, police activities and department policy;

14. Command all of the CITY's police officers and serve as the CITY's chief law enforcement officer;

15. Perform other duties as required and appropriate for a chief of police in a small police department located in a small rural community such as the City of Avenal; and

16. Maintain and keep in good standing the Avenal Police Department's P.O.S.T. accreditation.

Section 2: Term of Agreement.

A. This Agreement shall be effective commencing on **February 12, 2024**, and the term of this Agreement shall automatically expire at the end of the calendar day (11:59:59 P.M. local time) on **February 28, 2029.** If a new Chief of Police is not yet selected or sworn in, the CITY shall have the option to extend the term of this Agreement for an additional two (2) years, provided that written notice of the extension is provided to EMPLOYEE no later than sixty (60) days before end of the term or extended term.

B. Nothing in this Section shall prevent, limit, or otherwise interfere with the right of the CITY to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in this Agreement.

C. Nothing in this Section shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from his/her position with the CITY, subject only to the provisions set forth in this Agreement.

Section 3: Compensation and Benefits.

A. CITY agrees to pay EMPLOYEE, for his/her services rendered under this Agreement, a *gross* annual base salary of one hundred thirty-eight thousand U.S. dollars ($138,000 USD) per year. Said salary shall increase by ten thousand U.S. dollars ($10,000 USD) upon a successful evaluation at the completion of six months of service, and possession of a POST Managerial Certificate. Salary shall be earned and payable on a pro rata basis at the close of each pay period, and paid to EMPLOYEE at the same times, and in the same manner, as full-time salaried employees of the CITY are paid, and shall be subject to all applicable taxes and withholdings, which may include without limitation Social Security,

FICA and employee contributions for the Public Employee Retirement System ("**PERS**"). In addition to salary, EMPLOYEE shall be eligible to qualify for all of CITY's differential pay incentives, including but not limited to Bilingual Skills Differential pay.

B. The parties agree that EMPLOYEE shall be responsible for the employee portion of contributions which are required by applicable laws, benefits providers and retirement plans, including without limitation those for Social Security and PERS, and the CITY shall be responsible for the corresponding employer contributions.

C. **Benefits:**

(i) General: The parties agree that EMPLOYEE shall be entitled to paid administrative leave, paid sick leave, paid holiday leave, life insurance, employer PERS contributions as provided under this Agreement, and such other benefits, stipends and allowances provided hereunder. EMPLOYEE agrees to be responsible for each and all individual income tax consequences resulting from CITY's payment of EMPLOYEE's benefits, including but not limited to and all financial stipends and allowances received by EMPLOYEE. All paid and unpaid leaves may be used at the discretion of EMPLOYEE with the prior written approval of the City Manager.

(ii) PERS: EMPLOYER shall provide the Public Employees Retirement System (**PERS**) retirement to EMPLOYEE. EMPLOYER shall pay the entire employer and employee contribution to PERS to maintain the 3% at 55 program, subject to approval by PERS. If at any time, and for any reason, EMPLOYEE is required to pay any portion of his/her retirement contributions, CITY will equitably adjust EMPLOYEE's salary to reimburse EMPLOYEE.

(iii) Health Insurance: CITY shall pay all premiums for EMPLOYEE to receive a Healthcare Program, Dental Plan and Vision Plan for EMPLOYEE and EMPLOYEE's qualifying dependents, in accordance with the rules and regulations governing those insurance plans under the CITY's contract for the same. The EMPLOYEE shall not be entitled to receipt of any cash equivalent amount representing the cost of these benefits.

(iv) Laptop Computer: Employee shall be issued a CITY laptop with limited remote access to his working files (without remote access to law enforcement or other sensitive or regulated databases), unless otherwise mutually agreed upon to allow full remote access to working files by the City Manager and IT Manager.

(v) Vacation Leave: EMPLOYEE shall accrue paid vacation leave at the applicable rate prescribed by the City Council's paid vacation accrual policy, as amended from time-to- time, which is generally applicable to all CITY employees. Accrual of vacation leave shall commence at a rate for an employee with ten (10) years of service, and shall be capped and shall not under any circumstances exceed three hundred twenty (320) hours. When necessary to avoid exceeding such maximum accrual limit, the EMPLOYEE shall be allowed to cash-out accrued an amount of vacation time equal to that which accrued during the preceding twelve (12) month period, but not before successful completion of a full twelve (12) months of service to the CITY. Vacation leave may be taken with the approval of the City Manager and consistent with policies of the CITY. Immediately prior to effective moment of separation from service with the CITY, all of the EMPLOYEE's accrued vacation leave shall be converted to administrative leave. Upon the signing of this Agreement, eighty (80) hours of vacation leave shall be immediately available to EMPLOYEE.

(vi) Administrative Leave: EMPLOYEE may borrow up to the amount of EMPLOYEE's annual allotment of eighty (80) hours of general administrative leave, minus any administrative leave which has already accrued, whenever EMPLOYEE has not yet accrued sufficient administrative leave to use. Unused administrative leave shall not be carried forward from calendar year to calendar year.

(vii) Sick Leave: EMPLOYEE shall accrue paid sick leave at the applicable rate prescribed by the City Council's paid sick leave accrual policy, as amended from time-to-time, which is generally applicable to all CITY employees. Sick leave shall accrue without limit. In the event the EMPLOYEE's employment with CITY terminates, EMPLOYEE shall not be entitled to payment for unused sick leave. In the event the EMPLOYEE retires without any disciplinary action pending, EMPLOYEE shall still not be paid out any accrued and unused sick leave, but if permitted by PERS the same shall be counted as service credit, and/or in such manner which is consistent with the CITY's then-existing policy, which may be amended from time to time. Upon the signing of this Agreement, eighty (80) hours of sick leave shall be immediately available to EMPLOYEE.

(viii) Holiday Leave: EMPLOYEE shall accrue paid holiday leave at a rate of eight (8) hours for each holiday recognized by the CITY, plus two (2) personal holidays. This time shall accrue without limit. In the event the EMPLOYEE terminates employment with the CITY, EMPLOYEE shall be paid out for all unused accrued holiday leave at EMPLOYEE's rate of pay at the time of separation, or in such manner which is consistent with the CITY's then-existing policy, which may be amended from time to time.

(ix) Cellular Telephone: EMPLOYEE shall be paid a stipend of fifty U.S. dollars ($50) per month to maintain a functional cellular telephone which EMPLOYEE must be utilized in carrying out EMPLOYEE's duties for the CITY, at no further cost to the CITY.

(x) Tuition Reimbursement: This contribution shall only be provided in accordance with terms of a citywide employee benefits policy(ies), if any, as updated from time to time.

As of the date of this Agreement, this citywide benefit was repealed and may be re-established in the future.

(xi) Automobile Benefit: So long as EMPLOYEE maintains a valid driver's license, EMPLOYEE may utilize a CITY automobile in order to commute to and from work and for personal reasons while traveling to and from work. Said vehicle shall be insured, repaired and otherwise maintained at the CITY's expense. The value of said benefit shall not count in any computation towards the PERS retirement program and no cash equivalent shall be paid to EMPLOYEE if he/she shall decline this benefit.

D. **Performance, Salary and Informal Evaluations**: The City Manager shall review and evaluate the performance and salary of the EMPLOYEE at least once annually, on or about the EMPLOYEE's employment anniversary and/or at such other mutually agreed time(s). Additionally, during the first year of this Agreement, the EMPLOYEE shall be entitled to initiate and obtain an informal performance evaluation approximately one hundred eighty (180) days after the EMPLOYEE begins his/her employment hereunder. The annual review and evaluation may be in accordance with specific criteria developed jointly by the City Manager, City Council or designee and EMPLOYEE. Such criteria may be revised, added to or deleted from time to time. If satisfied with EMPLOYEE's performance, CITY shall have the right, in its sole and absolute discretion, to either award a salary increase or decline to award such an increase. Special consideration shall be given should the EMPLOYEE receive his Executive POST Certificate and a Bachelor's degree within the first twenty-four (24) months of service to the CITY.

Section 4: At-Will Employment.

A. EMPLOYEE understands and expressly agrees that EMPLOYEE has no constitutionally protected property or other interest in his/her employment as Chief of Police. EMPLOYEE understands and expressly agrees that EMPLOYEE serves at the will and pleasure of the City Manager pursuant to Avenal Municipal Code § 4-11.01(b) and that EMPLOYEE may be terminated or asked to resign at any time, with or without cause, subject to the terms of this Agreement.

B. Resignation: EMPLOYEE must give the CITY at least sixty (60) days prior written notice if EMPLOYEE voluntarily resigns from the Chief of Police position prior to expiration of this Agreement. The parties agree that this is a material term of this Agreement.

C. Termination Without Cause: The CITY may without cause terminate EMPLOYEE upon thirty (30) days written notice. At the end of said thirty (30) day period, EMPLOYEE's service to the CITY shall automatically terminate. EMPLOYEE shall be allowed to use accrued vacation, not to exceed ten (10) working days, during said thirty (30) calendar day notification period. If separation hereunder occurs within the first six (6) months of this Agreement, EMPLOYEE shall thereupon be entitled to receive a lump sum severance pay equal to six (6) months salary only (i.e. without any benefits), plus any salary earned as of the final date of employment, and accrued vacation leave. After the first six (6) months of service but before a full twelve (12) months of service, EMPLOYEE shall thereupon be

entitled to receive a lump sum severance pay equal to ten (10) months salary only (i.e. without any benefits), plus any salary earned as of the final date of employment, and accrued vacation leave.

If separation hereunder occurs any time after the first twelve (12) months of this Agreement severance pay shall be the same, except that the base salary component shall instead be twelve (12) months. Upon payment of said lump sum, all other obligations of both CITY and EMPLOYEE under this Agreement shall cease. Notwithstanding the foregoing, the limits of Government Code § 53260(a) shall be complied with to the extent applicable.

D. Release Required: Notwithstanding any other provision to the contrary, as a pre-requisite to the receipt of any amount of severance payment under this Agreement, EMPLOYEE agrees to sign no later than ten (10) working days after the effective date of EMPLOYEE's resignation, a complete and general release of liability of the CITY and each and all of its officers, employees, consultants and agents in a form approved by the CITY, which shall not apply to the severance payment authorized under this Agreement. All severance paid under this Agreement shall not be deemed to be wages, no withholding shall be required by CITY and EMPLOYEE shall be solely responsible for income taxes associated with such severance payment.

E. Termination for Cause: Notwithstanding any other provision of this Agreement, CITY may terminate this Agreement for cause upon ten (10) days written notice to EMPLOYEE. For the purposes of this Agreement, cause is defined as follows: (a) The arrest or conviction of EMPLOYEE for any illegal act involving personal gain to him/her, sexual misconduct and/or any felony; (b) Abuse of non-prescription controlled substances or alcohol which materially affects or carries the potential to materially affect the performance of the EMPLOYEE's duties; (c) Repeated or protracted unexcused absences from the Chief of Police's public office and duties; (d) Any unlawful conduct which results in a substantial risk of exposure to civil liability to the CITY; or (e) Breach of any obligation imposed by this Agreement. At the end of said 10-day notice period, the EMPLOYEE's services shall terminate and all further obligations of both EMPLOYEE and CITY under this Agreement shall cease. Any termination pursuant to this subsection shall not prejudice any other remedy to which the CITY may, either at law, in equity or under this Agreement, be entitled.

F. Termination for Disability/Fitness for Duty Examination: Notwithstanding any other provision within this Agreement, this Agreement shall terminate and the CITY shall not be obligated to make any severance payment whenever the EMPLOYEE is unable to perform the essential functions of his/her position due to any physical or mental illness or other disability, for a period of no less than (3) months, and it is medically determined that the EMPLOYEE is disabled from performing the essential functions of his/her position, with or without reasonable accommodation.

(i) A determination that the EMPLOYEE is so disabled shall be made by the City Manager based upon competent medical evidence and in accordance with applicable California and federal laws pertaining to the protection of disabled employees.

(ii) If at any time it is determined by the City Manager that a question exists as to the EMPLOYEE's ability to perform the essential functions of his/her position, the City Manager may require that the EMPLOYEE undergo a comprehensive fitness for duty medical and/or psychological examination with a qualified medical evaluator, licensed and certified by the State of California, paid for and selected by the CITY.

(iii) Prior to the examination, the EMPLOYEE agrees to execute all CITY provided medical releases from all treating health care providers, authorizing the CITY appointed medical evaluator to review all medical records. EMPLOYEE hereby waives any physician-patient privilege, right of privacy, or other privilege or immunity only to the extent necessary to permit the CITY review of and action upon the examination and report provided for herein. The conclusions and findings of the report shall remain confidential to the extent permitted by law, unless a legal dispute arises in which case the dispute may be litigated publicly in a court of law.

Section 5: Hours of Work.

A. EMPLOYEE shall commence work under this Agreement on February 12, 2024. The Chief of Police position is an exempt employee position and EMPLOYEE is expected each month to engage in a sufficient number of hours of work necessary to competently fulfill the obligations of the Chief of Police position. Though the Chief of Police position does not have a particular set of hours of work, the Chief of Police must be available at all reasonable times, including at any hour of the day or night during any emergency or other exigency which arises.

B. Unless excused by the City Council or the City Manager, EMPLOYEE or a high ranking designee thereof is expected to attend each and all City Council meetings, including special meetings, and if requested by the presiding officer at any such meeting, must assist the presiding officer in maintaining and/or restoring order at and control during such meeting(s). Regular City Council meetings are presently scheduled for the evening on the Second (2nd) and Fourth (4th) Thursday of each month. The schedule of meetings may be amended from time to time.

C. Except for the meetings of the City Council, EMPLOYEE must carry out his/her employment duties primarily during normal business/office hours as set by the City Manager, City Council, local ordinance, State law or applicable grant funding requirements.

D. In coordination with the City Manager, EMPLOYEE must also make a good faith effort to attend major City events, festivals, and functions held within the community, and represent the CITY as needed at functions outside of the city, as well as coordinate attendance or representation from the police department at the same functions as required.

Section 6: Payment of Expenses of Employment.

The CITY shall pay the following usual and customary employment expenses.

A. Professional Development: CITY agrees to budget and pay the professional dues, subscriptions, travel and other business expenses of the EMPLOYEE reasonably necessary for his/her continuation and participation in national, regional, State and local associations and organizations selected by the City Manager, including the California Police Chiefs Association, Kings County Police Chiefs, League of California Cities and similar organizations, necessary and desirable for his/her continued professional participation, growth and advancement, and for the benefit of the CITY. Notwithstanding the foregoing, CITY shall have the sole and exclusive discretion as to which items noted in this paragraph shall be paid by CITY.

B. In addition, CITY agrees to appropriate within the police department budget a sum of Seven Hundred Seventy Five U.S. dollars ($775.00 USD) dollars for EMPLOYEE to purchase uniforms and clothing to be worn while performing the duties of Chief of Police. A uniform allowance for the remainder of the contract shall be negotiated between EMPLOYEE and the City Manager, and approved by the City Council. CITY agrees to appropriate an amount to be agreed upon between EMPLOYEE and the City Manager for standard safety equipment purchases.

C. The cost of any fidelity or other bonds or equivalent required by law for the Chief of Police.

D. The cost to defend and indemnify EMPLOYEE to the extent required by California law, as provided by the California Tort Claims Act [Government Code §§ 810 et seq.] in Government Code §§ 825-825.6 and/or 995-995.6, or otherwise.

Section 7: Notice.

A. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid, with either return-receipt requested or delivery confirmation, and addressed as follows:

CITY
Mayor and City Clerk
CITY OF AVENAL
919 Skyline Boulevard
Avenal, California 93223
559-386-5766
559-386-0629 (fax)

With A Copy To:
Moses Diaz, City Attorney
PUBLIC INTEREST LAW FIRM
A Professional Corporation
2902 West Main Street
Visalia, California 93291
559-900-3500
559-900-3555 – (fax)

EMPLOYEE:
Cecilio Velasco
(Address provided by employee is on file)

B. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

Section 8: General Provisions.

A. **Entire Agreement Represented**: This Agreement represents the entire agreement between EMPLOYEE and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties and without expressly and specifically referencing an intent to supersede or otherwise amend this Agreement.

B. **Conflict With Laws or Regulations/Severability**: If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

C. **Attorneys' Fees**: If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

D. **Waivers**: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

E. **Representation by Legal Counsel**: The parties acknowledge and agree that they were, or had a reasonable opportunity to be, represented individually by legal counsel with respect to the matters which are the subject of this Agreement and that, either way, they are now fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

F. **Construction**: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

G. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of California. EMPLOYEE agrees to perform this Agreement in accordance with all applicable federal, State and local laws. EMPLOYEE and CITY agree that this Agreement is deemed to be entered into in Avenal, California, and that venue for any dispute between the parties shall be in Kings County, California.

H. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

I. **Assignment**: Unless otherwise provided in this Agreement, CITY is relying upon the personal skill, expertise, training and experience of EMPLOYEE and no part of this Agreement may be assigned or subcontracted by EMPLOYEE without the prior written consent of CITY. Any attempted assignment shall be null and void.

J. **No Third-Party Beneficiaries Intended**: Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

IN WITNESS WHEREOF, the City Council of the City of Avenal has authorized its City Manager to sign and execute this Agreement on behalf of the CITY, as set forth below, and EMPLOYEE has fully reviewed, signed and executed this Agreement. By affixing their signatures below each of the parties indicate that each agrees to be deemed to have read and understood the Agreement, and shall abide by the terms stated herein.

[SIGNATURES ON NEXT PAGE]

Date: 01/26/2024

Antony V. López, City Manager

Date: 1-26-2024

Cecilio Velasco

APPROVED AS TO FORM:

Moses Diaz, City Attorney