

**CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF CUDAHY AND ALFONSO M. NOYOLA**

This Employment Agreement (“Agreement”) is made and entered into as of September 21, 2021, by and between the City of Cudahy, a California municipal corporation (“City”), and Alfonso M. Noyola, an individual (“Noyola”). The capitalized term “Parties” shall be a collective reference to both City and Noyola and the capitalized term “Party” may refer to either City or Noyola interchangeably as appropriate.

RECITALS

A. The City of Cudahy requires the services of a City Manager, and Noyola is currently serving as the Interim City Manager.

B. The City Council finds that Noyola has the necessary education, experience, skills, and expertise and is otherwise qualified to serve as City Manager and desires to serve in such capacity.

C. In accordance with Sections 2.04.070 and 2.12.020 of the Cudahy Municipal Code, the City Council desires to enter into an employment agreement that sets forth the terms and conditions of employment of Noyola as City Manager, including the duties, salary, and benefits of employment.

D. Noyola desires to accept employment as City Manager under the terms set forth herein.

E. This Agreement was approved by the City Council at Adjourned Regular Meeting of September 21, 2021, in open session as part of the Regular Meeting Agenda under Agenda Item No. 15D in compliance with Government Code Sections 53262, 54953(c)(3) and 54956(b).

NOW, THEREFORE, in consideration of these recitals and the performance by the Parties of the promises, covenants, and conditions herein contained, the City and Noyola agree as provided in this Agreement.

1. Appointment of City Manager. The City does hereby appoint and employ Noyola as its City Manager effective September 21, 2021 (“Effective Date”), and Noyola hereby accepts such employment.

2. Term. Unless sooner terminated as provided herein below, the term of this Agreement shall commence on the Effective Date and shall continue for a term of four (4) years to September 21, 2025 (“Term”).

3. City Manager Duties and Authority.

A. Noyola shall exercise the full powers and perform the duties of the position of City Manager as set forth in Chapter 2.12 (City Manager) of Title 2 (Administration and Personnel) of the Cudahy Municipal Code, the California Government Code, any human resources rules, any departmental and other rules, regulations and procedures, the City Manager job description (if any), and any provisions under state law, as each of them currently or may in the future exist. Noyola shall be responsible to the City Council for the proper administration of all affairs of the City. Noyola shall also exercise such other powers and authority and perform such other functions and duties as may legally be assigned from time to time by the City Council or are customary and appropriate to the position of City Manager.

B. Noyola shall report directly to the City Council and shall use all reasonable efforts to keep the City Council fully informed of all significant operations or major undertakings of the City.

C. City also designates Noyola as the executive director of other City- related legal entities including but not limited to any joint powers authority of which the City is a member, or any other agency created or staffed by City, subject to any procedures applicable to said legal entity and if approved by the City Council.

4. Noyola's Obligations and Hours of Work.

A. Noyola shall devote his full energies, interest, abilities, and productive time to the performance of this Agreement and utilize Noyola's best efforts to promote City's interests. Noyola's duties may involve expenditures of time in excess of the regularly established workday or in excess of a forty (40) hour workweek and may also include time outside normal office hours (including attendance at City Council meetings and other City sponsored functions). Noyola's base salary includes compensation for all hours worked and Noyola shall be classified as an exempt employee from the overtime pay provisions of California law and federal law and as such is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager position. In recognition of the significant time Noyola will need to devote outside normal office hours to business activities of the City and the exempt, salaried nature of the employment, Noyola is permitted to exercise a flexible work schedule. However, consistent with this flexibility and Noyola's participation in activities out of the office, Noyola will generally be expected to keep office hours at the Cudahy City Hall, 5220 Santa Ana Street, Cudahy, CA 90201 ("City Hall") during the days that City Hall is open during normal business hours.

B. Noyola agrees not to become otherwise employed nor engage in any outside business activities while this Agreement is in effect without the prior written approval of the City Council. For purposes of this Agreement, outside business activities means any outside employment or any outside commercial activity which actually or potentially interferes with or poses a conflict with Noyola's position as City Manager, or which would otherwise constitute a violation of State or federal laws, including but not limited to the California Political Reform Act (Government Code Section 81000) and Government Code Section 1090. Further, Noyola shall not, during the term of this Agreement, individually, as a partner, joint venture, officer, or shareholder, invest or participate in any business venture conducting business in the City of Cudahy (except for stock ownership in any company whose capital stock is publicly held and regularly traded) without prior approval of the City Council.

C. For and during the term of this Agreement, Noyola further agrees, except for a personal residence or residential property acquired or held for future use as Noyola's personal residence, not to invest in any other real estate property improvements within the City without the prior consent of the City Council.

D. Noyola shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to Noyola's City employment. Such compliance includes submitting to the City Clerk a Form 700 Statement of Economic Interest at the time of appointment, annually thereafter, and at the time of separation from the position.

E. In the case that Noyola becomes permanently disabled or is otherwise unable to perform his duties without reasonable accommodations because of sickness, accident, injury, mental incapacity, or health for a period of six consecutive weeks beyond any accrued sick and

annual leave, the Council shall have the option to terminate this agreement and no severance shall be entitled to Noyola

F. Noyola agrees to comply with all applicable ethical standards having the force of state law and with the International City/County Management Association (ICMA), and as the same may be modified or amended from time to time by ICMA.

5. Compensation and Expenses.

A. The City shall provide the City Manager with the compensation and benefits as specified in Section 6 of this Agreement.

B. General Expenses. City recognizes that Noyola may incur certain expenses of a non-personal and job-related nature. Accordingly, the City shall pay for or provide Noyola reimbursement for all actual and necessary business expenses, subject to any budget and appropriations limitation. Such expenses shall be incurred, submitted, and reimbursed in compliance with any applicable limitations or restrictions under California state law, as well as any City-approved travel and reimbursement policies as the same may be amended from time to time by the City Council. All expenses must be supported by documentation meeting City's normal requirements and must be submitted within any time limits established by City.

C. Professional Activities. The City agrees to pay the professional dues and subscriptions on behalf of Noyola which are necessary for Noyola's continuation and full participation in national, regional, state, or local associations, organizations, or conference necessary and desirable for the good of the City and which membership is approved by the City Council as necessary for Noyola's continued professional participation and advancement. These activities may include, without limitation, participation in the California Contract Cities Association, California League of Cities, Independent City Association, City Management Foundation, the International City Management Association, or other similar national, statewide, regional, or professional organizations provided that such activities do not in any way interfere with or adversely affect Noyola's performance as City Manager. Notwithstanding the foregoing, the City Council shall have discretion to establish appropriate amounts, in the annual City budget or otherwise, for official and professional development expenses and travel costs.

D. Civic Organizations. The City recognizes the desirability of representation in and before local civic and other organizations, and subject to approval of the City Council, Noyola is authorized to become a member of local civic clubs or organizations, for which the City shall pay membership dues, to the extent funds are appropriated therefore in the City budget. The City's payments shall be restricted to dues only. All other expenses related to membership are the responsibility of Noyola.

6. Salary and Benefits.

A. Base Salary. From the Effective Date of this Agreement, City shall pay Noyola an annual base salary of TWO HUNDRED AND TEN THOUSAND DOLLARS (\$210,000), subject to legally permissible or required deductions and withholding, prorated, and paid on City's normal paydays ("Base Salary"). Noyola's compensation is for all hours worked and for all services under this Agreement, including those as an executive director or involving any other position, office or appointment associated with the City. Noyola shall be exempt from the overtime pay provisions of California law (if any) and federal law.

B. Annual Cost of Living Allowance (COLA) Increases: The aforesaid base salary shall be increased in accordance with any Cost of Living Allowance increase granted by the City to its

employees in general.

C. Modification of Compensation. In addition to Section 6(B) (above), no sooner than the City Council's completion of the first annual performance evaluation of Noyola and thereafter, following the completion of each annual performance evaluation, the City Council may, but is not required to, consider merit increases, performance pay or other compensation enhancements to the extent authorized by applicable law in conjunction with the annual performance review set forth in Section 8, below. Any such compensation enhancements shall be in an amount determined by the City Council and at the City Council's discretion may be based on the level of completion of goals or other criteria formally identified by the City Council.

D. Benefits.

(1) Health and Welfare Plans.

- a. Health Insurance: Noyola shall receive a cash-in lieu of health insurance benefits in an amount equal to the prevailing family Kaiser plan rate for CalPERS Region 3 (Los Angeles, Riverside and San Bernardino), which shall be paid in equal bi-weekly installments. Noyola shall maintain health insurance coverage during the Term of this Agreement and shall provide City proof of health insurance coverage;
- b. Dental Insurance: Noyola shall receive a cash-in lieu of dental benefits in an amount equal to the average premium amounts for family dental insurance plans available to current City employees, which shall be paid in equal bi-weekly installments. Noyola shall maintain dental insurance coverage during the Term of this Agreement and shall provide CITY proof of dental insurance coverage; and
- c. Vision Care: Noyola shall receive a cash-in lieu of health insurance benefits in an amount equal to the family MES vision plan rate, which shall be paid in equal bi-weekly installments. Noyola shall maintain health insurance coverage during the Term of this Agreement and shall provide City proof of vision insurance coverage.

(2) Term Life Insurance. During the Term of this Agreement, City, at its sole cost and expense, shall procure and provide to Noyola, a policy of term life insurance. During the Term and any extension term, the death benefit payable on the life insurance policy shall be capped at the maximum sum of One Million Dollars (\$1,000,000.00). If Noyola dies during the Term of this Agreement, Noyola's designated beneficiary shall receive one hundred percent (100%) of the death benefit payment.

(3) Disability Insurance. City shall provide Noyola with a long-term Disability Insurance policy in the amount and according on the same basis and terms as other Appointed Officials under the City's current Fringe Benefit and Salary Plan, and as the same may be modified and amended from time to time by the City Council in its sole and absolute discretion

(4) Annual Leave, Sick Leave and Holiday Accrual Time.

- a. Upon execution of this Agreement the City agrees to credit Noyola with two (2) weeks of annual leave (80 hours) and (2) weeks of sick leave (80 hours). In addition, the City will credit Noyola as of 21 July, 2021 annual and sick leave at the accrual rate of 3 weeks per year. Thereafter, annual leave and sick leave shall accrue at the rate of 3

weeks per year (120 hours).

- b. Notwithstanding the forgoing, at no time shall Noyola accrue more than 300 hours of vacation leave and 300 hours of sick leave. In recognition of this limit, Noyola may sell back accumulated and unused annual and/or sick leave at the applicable base hourly rate, provided that 80 hours of accrued annual leave or 80 hours of sick leave remain on the books.

(5) Retirement. Noyola shall be enrolled in City's retirement plan with the California Public Employees' Retirement System (CalPERS), subject to the Tier 2 Retirement benefits formula, terms and conditions applicable non-safety Management employees who are "New Members" within the meaning of the Public Employees' Pension Reform Act of 2013. Noyola shall be eligible for the 2% at 62 formula for CalPERS "New Members." Pursuant to current law, and notwithstanding anything to the contrary in this Agreement or City's policies, Noyola's contribution shall be not less than one-half of the total normal cost rate, as determined annually by CalPERS and shall be paid entirely by Noyola.

(6) Holidays. Noyola shall be entitled to the same paid Holidays as provided to other Appointed Officials under the City's current Fringe Benefit and Salary Plan. The Holidays are subject to change by the City Council.

(7) Technological Tools. City shall provide, and pay service costs associated with, a cell phone, laptop computer and iPad for purposes of communications with the City Council and employees.

(8) Automobile. Noyola shall be paid an automobile allowance of Four Hundred and Fifty Dollars (\$450) per month for expenses incurred by Noyola for the use of his personal automobile.

(9) Additional Benefits. Noyola may participate in and is entitled to receive any other benefits available to other Appointed Officials under the City's current Fringe Benefit and Salary Plan, and as the same may be modified and amended from time to time by the City Council in its sole and absolute discretion.

(10) Bonding. City shall bear the full costs of any fidelity or other bonds required of Noyola (if any) under any law or ordinance.

(11) Residence. Noyola shall not be required to reside within the territorial boundaries of the City. Should Noyola establish a residence within the City, the City shall pay Noyola a one-time net lump sum payment of Seven Thousand Five Hundred Dollars (\$7,500) to cover any and all costs associated with establishment of a residence within the City of Cudahy. Upon providing a signed rental lease agreement or other instrument reflecting at least a 12-month term, the Finance Director shall provide such lump sum payment net of any required withholdings.

7. Deferred Compensation.

A. Section 457 Plan. The City agrees to contribute to a qualified Section 457 Plan maintained on a matching contribution rate of one-to-one with a maximum City contribution of Ten Thousand Dollars (\$10,000.00) annually. Amounts contributed under this section shall be to the benefit of Noyola in accordance with the deferred compensation plan participation agreement.

B. Internal Review Code Compliance. All provisions of this Section 7 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 Subsection 7 shall be effective if it would violate any provision of the Internal Revenue Code or its related regulations.

8. Annual Performance Evaluations.

A. The City Council shall review and evaluate Noyola's performance at least once annually. During the first year of employment, the City Council shall review and evaluate Noyola's performance after six months. The City Council and Employee shall annually develop mutually agreeable performance goals and criteria which the City Council shall use in reviewing Noyola's performance in the following year. The Parties agree that annual performance evaluations are an important way for the City Council and Noyola to ensure effective communications regarding expectations and performance.

B. The City Council, in its discretion, may require that the annual evaluation be professionally facilitated by a facilitator approved by the City Council and paid for by the City. Nothing in this Section 8 is intended to limit additional interim evaluations or reviews or to limit the normal communications process between the City Council and Noyola.

C. Failure of the City Council to provide a performance evaluation shall not limit the City's ability to terminate this Agreement pursuant to the terms set forth herein.

9. Indemnification.

A. Except as otherwise permitted, provided, limited, or required by law, including without limitation California Government Code Sections 825, 995, and 995.2 through 995.8, the City will defend and pay any costs and judgments assessed against Noyola arising out of an act or omission by Noyola occurring in the course and scope of Noyola's performance of Noyola's duties under this Agreement.

B. Any and all paid leave, severance payments, defense payments or other benefits which may be provided to Noyola under this Agreement upon termination or in the event of an investigation shall be subject to and interpreted to comply with the limitations set forth in Government Code Sections 53243 through 54244, including, without limitation, the obligation of Noyola to reimburse the City for any funds paid should Noyola be convicted of a crime involving an abuse of office or position as defined in Government Code Section 53243.4.

10. At-Will Employment Relationship.

A. Consistent with California Government Code Section 36506, Noyola is an "at-will" employee and serves at the pleasure of the City Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate this Agreement and the employment of Noyola and/or remove Noyola as City Manager for convenience and without cause, upon written notice. Upon termination, the employment relationship shall end, and City shall pay Noyola for all services through the effective date of termination. Noyola acknowledges and agrees that Noyola shall have no right to any additional compensation or payment, except as provided in Section 11, Severance, below.

B. The foregoing notwithstanding, nothing in this subsection shall be construed to prevent the City Council, under such circumstance, from immediately terminating this Agreement and Noyola's employment with the City at any time for cause as provided under Section 12 of this Agreement, below.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Noyola to resign from Noyola's employment with City, subject only to Noyola providing forty-five (45) calendar days prior written notice to the City Council, unless the Parties mutually agree to waive or alter the time required for such notice. If Noyola voluntarily resigns his position as City Manager, he shall not be entitled to any severance payment.

11. Termination and Severance.

Noyola acknowledges that he is an "at will" employee and is subject to termination by the Council at any time, with or without cause, for any reasons or no reason, except that Council may not terminate Noyola within four (4) months before or four months after any City Council election (primary and/or general), and that a concurring vote of not less than three of its members is required to remove or terminate Employee. In the event of removal or termination, or if Employee resigns involuntarily at the instigation, request, or convenience of Council as alternative to termination, Employee shall be paid and accepts the following sums under the terms listed as full, complete, and total compensation for services rendered and for any and all damages that he may have suffered or claims:

A. All compensation and benefits due and owing Noyola as provided in this Agreement hereof as of and only to the date of termination, notwithstanding any other provisions of this Agreement, in the event of: (1) a violation of a material term of this agreement, or (2) conviction of a gross misdemeanor or felony as defined by California Revised Statutes.

a. Should there be a dispute of material term both parties agree to binding arbitration for resolution.

b. The parties agree to mutually split the arbitration costs.

B. If the Noyola voluntarily resigns his position as City Manager, (except as provided above) he shall not be entitled to receive any severance pay of any kind, and Noyola shall give the City at least forty five (45) days advance written notice prior to the effective date of his resignation. However, all accruals (annual, sick, and holiday accrual) shall be paid out at 100 percent of the base salary rate at the time of resignation.

C. In the case that Noyola becomes permanently disabled or is otherwise unable to perform his duties without reasonable accommodations because of sickness, accident, injury, mental incapacity, or health for a period of six consecutive weeks beyond any accrued sick and annual leave, the Council shall have the option to terminate this agreement and no severance shall be entitled to Noyola.

D. In the event this Agreement is terminated for any reason, except for the reasons listed in Section Eleven (11), A, B, and C hereof, the Noyola shall be paid in a lump sum payment the total sum consisting of six (6) months compensation as defined in Section Six (6), including the following: basic compensation at the current rate of pay, six (6) months of medical stipend equal to the city's current medical/dental plan coverage at the family rate, 100% employer's contribution to the Public Employees Retirement System (for six months), group term life insurance benefit, auto allowance, ICMA 457 contribution, plus the full amount of any accrued annual leave, sick leave, and holiday time. Alternatively, Noyola may opt to be placed on "terminal" Administrative Leave with base pay at the time of termination, benefits (including PERS contributions), and medical/dental/vision stipend continuing but leave and sick accruals, auto allowance and group term life insurance policy ceasing the day after "terminal" Administrative leave starts. Leave accrual balances will be paid out at 100 percent at the time of "terminal" Administrative Leave commencing under this option.

E. In the event this Agreement is terminated for any reason except for the reasons

listed in Section Eleven (11), A, B, and C hereof within 18 months of the commencement date under this agreement, Noyola shall be paid in a lump sum payment the total sum consisting of nine (9) months compensation as defined in Section Four, including the following: basic compensation at the current rate of pay, 9 months of medical stipend equal to the city's current medical/dental/vision plan coverage at the family rate, 100% employer's contribution to the Public Employees Retirement System (for nine months), group term life insurance benefit (stipend for nine months), auto allowance (for nine months) and the payoff of the full amount of any accrued annual leave, sick leave, and holiday time. Alternatively, the Employee may opt to be placed on "terminal" Administrative Leave with base pay at the time of termination, benefits (including PERS contributions), and medical stipend continuing but leave and sick accruals, auto allowance and group term life insurance policy ceasing the day after "terminal" Administrative leave starts. Leave accrual balances will be paid out at 100 percent at the time of "terminal" Administrative Leave commencing under this option.

- F. For the purpose of this agreement, termination shall occur when:
- a. The majority of the governing body votes to terminate the Employee with or without cause at a duly authorized public meeting; or
 - b. The City, citizens, Council or State Legislature acts to amend any provisions of the City of Cudahy City Code pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, Noyola shall have the right to declare that such amendments constitute termination; or
 - c. The City unilaterally reduces the base salary, benefits, allowances, compensation, or any other financial benefit of Noyola.

12. Confidential Information. Noyola acknowledges and agrees that in the performance of Noyola's duties, the City discloses and entrusts Noyola with certain confidential or proprietary information. Noyola agrees not to directly or indirectly disclose or use at any time any such information, whether it be in the form of records, lists, data, personnel information, reports or otherwise, of a business or technical nature, which was acquired or viewed by Noyola during Noyola's relationship with the City unless such disclosure is authorized by the City in writing, required by law, or required in the performance of the duties of the City Manager. This provision shall survive the termination or expiration of this Agreement.

13. General Provisions.

A. Integration. This Agreement sets forth the final, complete and exclusive agreement between City and Noyola relating to the employment of Noyola by City. Any prior discussions, agreements or representations by or between the Parties are merged into and rendered null and void by this Agreement. The Parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement. The foregoing notwithstanding, Noyola acknowledges that, except as expressly provided in this Agreement, Noyola's employment is subject to City's generally applicable rules and policies pertaining to employment matters, such as but not limited to those addressing equal employment opportunity, sexual harassment, and violence in the workplace as they currently or may in the future exist.

B. Representations. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or written, have been made by any Party, or anyone acting on behalf of any Party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either Party. Noyola acknowledges that, except as expressly provided in this Agreement, Noyola's employment is subject to City's generally applicable rules and policies pertaining to employment matters, such as those addressing equal employment opportunity, sexual harassment, and

violence in the workplace.

C. Amendments. This Agreement may only be amended by a writing approved by the City Council and signed by both City and Noyola.

D. Binding Effect. This Agreement shall be binding on the City and the Noyola as well as their heirs, assigns, executors, personal representatives, and successors in interest.

E. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and, effect in all other circumstances.

F. Prevailing Party Attorneys' Fees. In any action to enforce this Agreement or resolve any dispute or controversy arising under the terms and conditions hereof, the prevailing Party shall be entitled to payment of reasonable attorneys' fees and costs.

G. Choice of Law and Venue. This Agreement shall be interpreted and construed pursuant to and in accordance with the local laws of the State of California and all applicable City Codes, Ordinances and Resolutions. The Parties agree that venue shall be in Los Angeles County, California.

H. Drafting of Agreement. The Parties hereto acknowledge and agree that although this Agreement has been drafted by City's legal counsel, Noyola has reviewed, or had an opportunity to review the terms of this Agreement with Noyola's legal counsel. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting Party shall not be employed in connection with this Agreement and this Agreement shall be interpreted in accordance with its fair meaning.

I. Independent Review of Agreement. Noyola acknowledges that Noyola has had the opportunity and has conducted an independent review of the financial and legal effects of this Agreement. Noyola acknowledges that Noyola has made an independent judgment upon the financial and legal effects of this Agreement and has not relied upon any representation of City, its officers, agents, or Employees other than those expressly set forth in this Agreement.

J. Notices. Any notice given to City under this Agreement shall be given in writing to City, by personal service, by overnight delivery service providing confirmation of delivery, or by registered or certified mail, postage prepaid, addressed to the Director of Human Resources at the City's then principal place of business. Any such notice to Noyola shall be given in a like manner and, if deposited with an overnight delivery service or mailed, shall be addressed to Noyola at Noyola's home address then shown in City's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if served personally on the Party to whom notice is to be given, (b) on the next delivery day following deposit with an overnight delivery service or (c) on the third calendar day after mailing, if mailed to the Party to whom the notice is to be given in the manner provided in this paragraph.

K. Heirs and Beneficiaries. In the event Noyola dies while employed by the City under this Agreement, the Noyola's beneficiaries or those entitled to the Noyola's estate shall be entitled to Noyola's earned salary and any in-lieu payments for accrued benefits, including compensation for the value of accrued balances in accordance with this Agreement, City policy or as required

by law subject to the provisions of this Agreement.

15 Voluntary Agreement. Noyola represents and warrants that Noyola has read carefully and fully understands all the provisions of this Agreement, that Noyola is free to enter into this Agreement and to render the services described in it, that Noyola entering into and performing under this Agreement will not breach or violate or conflict with any other agreement (written or oral) to which Noyola is a Party, and that Noyola has had an opportunity to consult with Noyola's legal counsel prior to entering into this Agreement and has either done so or voluntarily chosen not to do so. Noyola is voluntarily entering into this Agreement. The City represents and warrants that it has the right and power to enter into this Agreement.

16 Other Terms and Conditions of Employment. City may fix other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Noyola, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or applicable law.

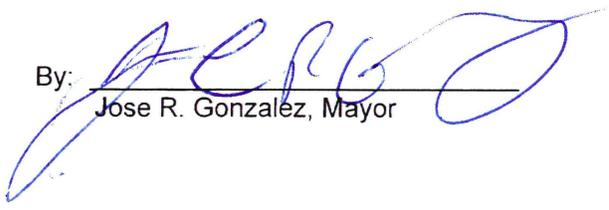
17 Pre-employment Contingencies. This Agreement and offer of employment are contingent upon Noyola's successful passage and completion of a pre-employment process which consists of a physical examination, pre-employment background check, and Livescan fingerprinting.

[SIGNATURE PAGE TO FOLLOW]

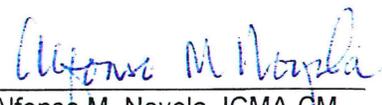
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed personally as of the date and year first written above.

CITY OF CUDAHY
A California municipal corporation

ALFONSO M. NOYOLA, an individual

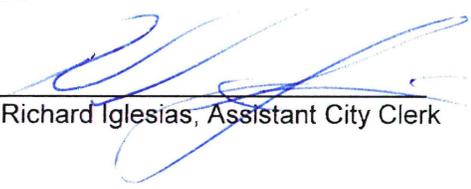
By: 

Jose R. Gonzalez, Mayor

By: 

Alfonso M. Noyola, ICMA-GM
City Manager

ATTEST:

By: 

Richard Iglesias, Assistant City Clerk

APPROVED AS TO FORM:

By: 

Victor Ponto, City Attorney