

DIRECTOR OF PARKS & RECREATION
EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into this 11th day of March, 2013 by and between the City of Fullerton, a municipal corporation (hereafter "City"), and Hugo Curiel (hereinafter referred to as "Curiel").

RECITALS

The City desires to retain the services of Curiel as the Director of Parks & Recreation to serve at the direction of the City Manager, (hereinafter referred to as "City Manager").

It is the desire of the City to provide certain benefits, establish certain conditions of employment, and set certain working conditions of the Director of Parks & Recreation.

The City desires to secure and retain the services of Curiel and to provide inducement for Curiel to remain in such employment, and to make possible full work productivity by assuring Curiel's morale and peace of mind with respect to future security.

AGREEMENT

Now therefore, in consideration of the mutual promises, covenants, and conditions herein, the parties agree as follows:

1. Duties

City hereby agrees to employ Curiel as Director of Parks & Recreation beginning March 16, 2013 (hereinafter "appointment date") to perform the functions and duties of the Director of Parks & Recreation and to perform other permissible and proper duties and functions consistent with the position of the Director of Parks & Recreation, as the City Manager shall from time to time assign.

2. Term and Conditions

- A. This Agreement supplements all ordinances, resolutions, policies, rules, regulations, procedures and benefits ("City Rules") which apply to Executive employees, which shall also apply to Curiel. Where the City Rules conflict with the provisions of this Agreement, the provisions of this Agreement shall prevail. A copy of the current resolution, Resolution No. 2011-90, Compensation for Executive Employees (hereinafter

"Executive Compensation Resolution") is attached for reference and as an example of a currently applicable City Rule.

- B. Pursuant to and consistent with Resolution No. 8485, Municipal Code Sections 2.33.010 and 2.33.020 (attached) shall not apply to Curiel with respect to the City's disciplinary and appeals procedures. Curiel serves at the pleasure of the City Manager and may be discharged without cause provided that he is given six months written notice. As an alternative to such notice, Curiel shall receive a lump sum cash payment equal to six months of his then-current base salary and the City shall pay for the first six months of COBRA coverage under any City sponsored medical, dental or vision plan in which Curiel and his dependents are covered at the time of his separation. This requirement shall not apply if Curiel is discharged as a result of an act of moral turpitude or conviction of a felony.
- C. If Curiel voluntarily resigns or retires, he shall give the City ninety (90) calendar days written notice in advance, unless the parties otherwise agree in writing.

3. Work Schedule

Curiel will work a standard work schedule. The precise daily schedule is subject to determination by the City Manager based on the City's business needs.

4. Salary

City agrees to compensate Curiel for services rendered, no less than \$129,000 per year.

5. No reduction in benefits

City shall not at any time during the term of this Agreement reduce the base salary, compensation, or other financial benefits of Curiel except on the same basis as may be applicable to all executive management employees of the City. This may be done notwithstanding the provisions of Section 3 above.

6. Indemnification

City shall defend, hold harmless and indemnify Curiel against any tort, professional liability claim or demand or other legal action, arising out of any alleged act or omission occurring within the scope of his employment as the Director of Parks & Recreation in accordance with the provisions of California

Government Code Section 825. At its sole discretion, City may compromise, settle, assign legal counsel, determine litigation strategy, or pay judgment rendered in any such claim or suit.

Curiel shall cooperate fully in the investigation and defense of any such liability claim, demand, or legal action.

Curiel acknowledges and agrees that City's agreement to defend, hold harmless and indemnify him does not constitute an agreement to pay any punitive damages awarded against Curiel in any such liability claim, demand or legal action. In that regard, Curiel acknowledges and agrees that per subdivision (b) of Government Code Section 825, City may not make a determination whether or not to indemnify an employee for an award of punitive damages until such time as the award is made.

This covenant shall survive the termination of the Agreement.

7. Other Terms and Conditions of Employment

The City Manager, in consultation with Curiel, shall establish any other terms and conditions of employment as he may determine from time to time, relating to the performance of Curiel, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Fullerton Municipal Code, any ordinance or resolution of the City, or other applicable laws, rules or regulations.

8. Notices

Any notice required or permitted by this agreement shall be in writing and shall be personally served or be sufficiently given when served upon the other party as sent by the United States Postal Service, postage prepaid and addressed as follows:

To City:

City Manager
City of Fullerton
303 West Commonwealth Ave.
Fullerton, California
92832-1775

To Curiel:

Hugo Curiel
Address on record with the
Human Resources Dept.

8. General Provisions


- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement shall become effective March 16, 2013.
- C. If any provision or portion thereof contained in this Agreement is held unlawful, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.
- D. In the event of any legal action between the parties hereto to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and costs as fixed by the Court.

In witness whereof, City has caused this Agreement to be signed and duly executed on its behalf by its City Manager, and Curiel has signed and executed this Agreement, the date and year first written above.

By: 

Joseph Felz, City Manager

Date: 3-11-2013

By: 

Hugo Curiel

Date: 3-12-2013