

**EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF SANTA ANA AND ALVARO NUÑEZ**

THIS EMPLOYMENT AGREEMENT (“**Agreement**”) is made and entered into effective as of the 6th day of August 2024, by and between the CITY OF SANTA ANA, a general law city and municipal corporation (“**City**”), and ALVARO NUÑEZ, an individual (“**Nuñez**”) and collectively with the City, the “**Parties**”), both of whom understand as follows:

**RECITALS**

A. City desires to engage the services of Nuñez, and Nuñez desires to accept employment, as City Manager of the City of Santa Ana, as provided by the provisions of Section 500 of the City Charter of the City of Santa Ana;

B. It is the desire of the City Council to (1) secure and retain the services of Nuñez and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Nuñez’s morale and peace of mind with respect to future security, and (3) to provide a means of terminating Nuñez’s services if City so desires to terminate his employment;

C. Nuñez desires to accept employment, on an at-will basis, as the City Manager of the City; and

D. The Parties further desire to establish certain benefits and certain conditions of Nuñez’s employment.

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

**1. Employment.**

a. Duties. The City hereby agrees to employ Nuñez as City Manager of the City to perform the functions and duties specified in City's Charter and Municipal Code, and Nuñez agrees to accept such employment. Nuñez shall perform all duties and responsibilities imposed by law and industry standards, and such legally permissible further and proper duties and functions as the City Council may from time to time assign. Nuñez shall hold office at the pleasure of the City Council and shall be the chief administrative officer and head of the administrative branch of the government of

the City under the direction and control of the City Council except as otherwise provided in the Municipal Code.

b. Work Efforts and Schedule. Nuñez shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the requirements set forth in Section 1.a. Nuñez agrees to perform such services to the best of his ability, in an efficient and competent manner consistent with the standards of the profession. Due to the nature of the City Manager position, it is understood that flexibility is required for Nuñez's work schedule, including without limitation the need for remote work and to modify his schedule within reason to adjust for attendance at meetings at night and during other times outside of ordinary business hours, at Nuñez's reasonable discretion. Without limiting the generality of the foregoing, Nuñez understands and agrees that the position is an exempt, salaried, full-time position that may involve expenditures of time in excess of forty (40) hours per week, and will also include time outside normal office hours, such as attendance at City Council and other community and public agency meetings. Nuñez shall be exempt from paid overtime compensation and from Fair Labor Standard Act work hours restrictions. For purposes of this Section, "normal office hours" shall refer to work at City Hall when it is open for business, as determined by the City Council.

c. Outside Professional Activities. Due to the nature of the City Manager position, it is understood Nuñez shall not consult or engage in other non-City connected business or employment (aside from community volunteer activities) without the prior knowledge and express approval of the City Council. Nuñez may, however, undertake limited outside activities, including (a) volunteer professional development activities, including activities on behalf of organizations like the League of California Cities and City Manager associations; (b) volunteer activities; (c) teaching, subject to City Council approval; and/or (d) other related activities, provided that such activities do not in any way interfere, conflict with, or adversely affect his employment as City Manager or the performance of his duties as provided herein.

## 2. Term.

a. Commencement and Term. This Agreement shall be effective as of August 6, 2024, which is the commencement date of Nuñez's service as City Manager (August 6 shall hereinafter be referred to as the "**Anniversary Date**") and continued without interruption through August 5, 2027 ("**Term**"), unless terminated as provided in Section 3 herein.

b. Renewal. On each of the Anniversary Dates in 2026, 2027 and 2028, respectively, this Agreement shall automatically renew for one (1) additional year (each automatic one (1)-year renewal shall be considered an extension of the Term), unless prior thereto, either (i) the Parties agree to enter into a formal, written amendment to mutually extend the Term of this Agreement for greater than a one (1)-year period, or (ii) the City Council notifies Nuñez of its intent not to extend the Agreement for one additional year; provided, however, that in the event the City Council desires not to allow the automatic renewal of the Term of the Agreement, the City shall inform Nuñez, in writing, no less than six (6) months prior to the end of the Term, as may have been from time to time extended in accordance with this Section. For the avoidance of doubt, this Section 3.b allows for two separate one-year renewals.

## 3. Termination, Resignation, and Severance Pay.

a. At-Will. Nuñez's employment with the City is on an at-will basis. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate, by at least two-thirds ( $\frac{2}{3}$ ) membership vote of the City Council, the services of Nuñez without cause, at any time and without notice other than a duly-noticed City Council meeting agenda, and complying with Section 3.d of this Agreement and the Santa Ana City Charter Section 500, as may from time to time be amended, unless waived in writing by Nuñez. Notwithstanding the foregoing, Nuñez may not be terminated under this provision for at-will termination by the City before or within a period of six (6) months following a municipal election (general, special, recall) or appointment at which one or more Council seats are contested on the ballot of such election (the "**Election Cool-off Period**"). For the avoidance of doubt, the City Council's decision during the Election Cool-off Period or otherwise to either (i) not renew, or provide notice of non-renewal of, the Agreement, as set forth in Section 2.b, above, or (ii)

terminate "for cause," as set forth in Section 3.c, below, does not constitute a termination for purposes of this Section 3.a.

b. Resignation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Nuñez to resign from his position, subject only to Nuñez providing sixty (60) days' prior written notice to the City. Nuñez's resignation shall be deemed accepted upon delivery of a written resignation to the City Council. Notwithstanding the foregoing, Nuñez hereby expresses his intent to remain as City Manager for a period of not less than three (3) years from the date of execution of this Agreement.

c. For Cause Termination. Notwithstanding the provisions of Section 3.a, City may terminate this Agreement "for cause" as defined below. In the event Nuñez is terminated by the City for "cause" (*i.e.*, a "**For Cause Termination**") then City may terminate this Agreement immediately and Nuñez shall not be entitled to severance and will only be entitled to the compensation accrued up to the date of such For Cause Termination. For Cause Termination shall be defined for purposes of this Agreement to only mean any of the following: (1) conviction of any felony; (2) conviction of a misdemeanor arising directly out of the City Manager's duties pursuant to this Agreement involving a willful and intentional violation of law; (3) conviction of a crime of moral turpitude; (4) removal from office by the Grand Jury; (5) willful abandonment of duties; (6) malfeasance; (7) gross negligence; (8) fraud; or (9) serious misconduct, substantiated through an independent investigation (*e.g.*, sexual harassment, discrimination), which would constitute a violation of City policy, or state or federal law. (Conviction for purposes of this Agreement includes a judgment entered after a trial, plea of guilty, or plea of nolo contendere.)

d. Severance. In the event Nuñez is terminated by the City Council at any time that Nuñez is still willing and able to perform the duties of City Manager, and the termination is not a For Cause Termination (*i.e.*, it is instead an "**At Will Termination**"), as defined in Section 3.a, above, then, subject to the limitations set forth in Government Code Section 53260, the City shall pay Nuñez a lump sum cash payment settlement equal to twelve (12) months' base pay (as defined in Section 5, below) ("**Severance**"), exclusive of incentive or bonus pay, benefits and other non-cash

remuneration, except health benefits which will be continued, at the same level of City contribution provided Department head level employees (and at the same coverage election as at the time of termination), for the same period as the severance or until Nuñez begins other employment, whichever occurs first. To receive Severance, Nuñez must execute and deliver to the City a Settlement Agreement and General Release, in a form satisfactory to the City, within twenty-one (21) days of the date of notice of the At Will Termination and given by at least two-thirds ( $\frac{2}{3}$ ) membership of the City Council. In the event Nuñez elects not to sign the Settlement Agreement and General Release, Nuñez will not be entitled to Severance. The term At Will Termination shall include Nuñez's resignation, but only if it is preceded by a formal request by at least two-thirds ( $\frac{2}{3}$ ) of the membership of the City Council that he resign and is outside of the termination period specified in Section 2.b. The term At Will Termination does not include any of the following circumstances, for which Nuñez will not be entitled to Severance: (1) his employment is terminated by the Council at any time for cause (*i.e.*, a For Cause Termination); (2) Nuñez resigns or retires, except for a resignation as referenced in the immediately preceding sentence; (3) in the event of death, or due to a medical condition or disability, even with reasonable accommodations, Nuñez cannot perform the essential functions of the employment position; or (4) his Agreement is not renewed and Nuñez has received notice of non-renewal at least six (6) months' prior to the expiration of the Term, per Section 2.b.

e. Effect of Payment of Severance/Release.

i. It is understood and agreed by the Parties that Nuñez is employed at will, and that upon commencement of the City's payment of Severance to Nuñez, any right of Nuñez to continued employment with City is terminated. The promise and tender of payment to Nuñez, of any Severance payable herein, is in lieu of any damages which Nuñez might claim arising out of the At Will Termination of the employment relationship between the Parties, including lost wages, breach of contract, express or implied, breach of covenant of good faith and fair dealing, emotional distress and anxiety, or any similar contractual and personal injury claims.

ii. This Section does not otherwise affect, waive, nor release any other rights Nuñez may have under this Agreement or applicable law.

f. Abuse of Office. Pursuant to Government Code sections 53243 *et seq.*, if Nuñez is convicted of a crime involving an abuse of his office or position, as defined below, all of the following shall apply upon final conviction: (1) if Nuñez is provided with administrative leave pay pending an investigation, he shall be required to fully reimburse such amounts paid; (2) if the City, in its discretion, pays for the criminal legal defense of Nuñez, in his official capacity, Nuñez shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Nuñez may receive from the City shall be fully reimbursed to City. For purposes of this Section, “abuse of office or position” means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority as those crimes are specifically defined under specific provision of California statute; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code or as specifically defined under separate provision of California statute.

g. Public Communications. The City and Nuñez agree that neither the City nor Nuñez, shall make any written, oral or electronic statement to any member of the public, the press, or any City employee concerning Nuñez’s separation from the City, except in the form of a joint press release, the content of which is mutually agreeable to the City and Nuñez. Consent of either Party to such joint press release shall not unreasonably be withheld. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry. This Section 3.g shall not apply in the event of a For Cause Termination.

h. Survival. This Section will survive termination of the Agreement.

**4. Revolving Door.** Nuñez must comply with Government Code Section 87406.3 for a period of one year after separating from service with City. This Section will survive termination of this Agreement.

**5. Compensation.**

a. Base Salary. The City agrees to pay Nuñez for the services required by this Agreement a base annual salary of three-hundred and fifteen-thousand Dollars (\$315,000.00), payable in equal installments at the same time as other employees

of the City are paid and subject to customary withholding for taxes and other required deductions.

b. Other Salary Adjustments. On his Anniversary Date starting in 2025, the City may consider potential increases to Nuñez's salary and/or any other benefits Nuñez receives, and to make modifications in such amounts and to such extent (whether in the nature of a merit-based base salary increase, other compensation enhancement, or otherwise) based on performance, comparative salaries, and the finances of the City, as the City Council in its discretion may determine that it is desirable to do so, to take effect upon City Council approval. The City Council may, in its discretion, also determine to give Nuñez exceptional performance recognition in the form of a one-time check for exceptional performance during the prior year, to take effect upon City Council approval. Any modifications to Nuñez's compensation or benefits as contemplated in this Section 5.c require written amendment of this Agreement, approved by the City Council at a regular meeting.

b.c. Bilingual Pay. If Nuñez elects to qualify for bilingual skill pay, the City will pay him the highest amount available to management employees on a schedule consistent with other employees.

**6. Automobile.** The City agrees that upon proof of insurance coverage in an amount acceptable to the City, the City shall provide Nuñez a City-owned vehicle for Nuñez's exclusive use. The City will be responsible for paying for liability, property damage, and comprehensive liability insurance for the purchase, operation, maintenance, repair, and regular replacement of said vehicle. At Nuñez's discretion, in lieu of electing to utilize a City-owned vehicle, he may elect to receive a monthly vehicle allowance of Five Hundred Dollars (\$500.00) per month, which shall be paid on a schedule consistent with the unrepresented Executive Management Group~~in equal installments in each pay period~~. The vehicle allowance is intended to reimburse Nuñez for mileage costs and the use of his private vehicle for City business. If Nuñez elects the allowance he must provide his own automobile for his use in performing his duties and is responsible for all maintenance, repair, fuel and insurance expenses for said vehicle. Nuñez agrees to adhere to all laws, regulations, and City policies applicable to vehicles, driving, or traffic when operating any vehicle on City-related business.

7. **Cell Phone/Technology/Equipment.** The City agrees to provide Nuñez a cell phone, laptop computer in addition to a desktop computer, and a mobile device such as an iPad for purposes of conducting official City business. Nuñez agrees the use of such equipment shall be for conducting City business only and shall not be used for personal purposes.

8. **Leaves, Vacation, and Holidays.**

a. **Sick Leave.** Sick leave shall accrue and be capped at the same amount of hours per year as provided to the unrepresented Executive Management Group. Sick leave accrues and is accounted for on a prorated basis in each pay period. As an existing employee of City, Nuñez has a bank of sick leave hours which he shall be entitled to retain. Sick leave may be used for personal illness, illness of a spouse or dependent, and doctor and dentist appointments or as otherwise provided under California law. Sick leave earned can be cashed in (into the City's Retirement Health Savings ("RHS") Plan) and/or CalPERS Service Credit at the rate of one hundred percent (100%) of its value upon death, retirement for disability or from service, or resignation. Accrued sick leave may also be converted to service credit under the "Credit for Unused Sick Leave" option of the Public Employees' Retirement System per Government Code section 20965. Any annual accrual over the maximum sick leave hours will be converted into Nuñez's RHS Plan account during the first full pay period in January of each year. Nuñez upon termination of employment with the City, shall be entitled to the amount of unused sick leave benefits credited to his RHS and/or CalPERS Service Credit account upon the effective date of separation.

b. **Vacation Leave.** Nuñez shall earn of the same amount of vacation hours per year as provided to the unrepresented Executive Management Group. Vacation leave accrues and is accounted for on a prorated basis in each pay period. As an employee of City, Nuñez has a bank of vacation leave hours that he shall be entitled to maintain. Nuñez shall accrue vacation leave at his existing normal rate. Nuñez may use vacation as it accrues. Vacation accrued by Nuñez and not taken shall be cashed out or paid to Nuñez when separating from City service, calculated at Nuñez's then-current base hourly rate in accordance with the same rules that apply to the unrepresented



Executive Management Group; it shall not be necessary to carry Nuñez on the payroll for the vacation period available at time of separation. In the event separation from the City is caused by Nuñez's death, payment shall be made to Nuñez's designated beneficiary or in accordance with the law. Vacation is transferable from one year to the next.

c. Management Vacation (Administrative Leave). Management vacation leave shall accrue and be capped at the same amount of hours per year as provided to the unrepresented Executive Management Group for Nuñez to be taken at his discretion, which shall be deemed earned on January 1 of each year. As a current employee of the City, Nuñez has a bank of management vacation leave hours that he shall be entitled to maintain. The highest leave accrual, maximum accrual, and cash-out provisions provided to any represented employee's unit, will also be offered to Nuñez. Such cash option may be eliminated or modified to the extent it is construed as overtime under Department of Labor Guidelines implementing provisions of the Fair Labor Standards Act.

d. Holidays. Nuñez shall be entitled to the same number of paid holidays per year as provided to other City unrepresented Executive Management Group employees.

## **9. Retirement, Insurance, and Other Benefits.**

Unless expressly addressed in this contract, Nuñez will receive the same benefits as the unrepresented Executive Management Group.

a. CalPERS Retirement. The City agrees to execute all necessary agreements to enroll Nuñez in the California Public Employees Retirement System ("CalPERS") commensurate with the standard City employee retirement benefits program, as that program may be changed from time to time. During the term of this Agreement, City shall contribute to the employer's portion and as a Classic member under CalPERS, Nuñez will continue to be enrolled in the 2.7% at 55 Service Retirement Benefit formula. Nuñez shall pay eight percent (8%) of CalPERS reportable compensation toward the employer cost of the 2.7% at 55 enhanced retirement formula. This payment shall be implemented as cost-sharing pursuant to Government Code section 20516(f).

b. Pre-Taxable Benefit. To the extent permitted by CalPERS and Internal Revenue Service regulations, this eight percent (8%) employee contribution shall be implemented through payroll deductions on a pre-tax basis.

In addition, Nuñez shall further contribute to the costs of his retirement benefits in such amounts, if any, hereafter approved by the City and applied to City general management employees prior to the expiration date of this Agreement. The City does not participate in Social Security for employees enrolled in CalPERS. Notwithstanding the foregoing, in the event CalPERS determines Nuñez to be a classic member, Nuñez and the City shall each pay the normal contribution in accordance with City policy. Nuñez shall complete CalPERS's "Reciprocal Self-Certification Form" and submit the form to the City within 10 business days after employment has commenced.

c. Medical and Other Insurance.

i. Medical.

(a) City Contribution. The City shall provide health (medical, dental and vision) insurance benefits to Nuñez ~~as commensurate with the standard unrepresented Executive Management Group employee health benefits~~. The City shall pay one hundred percent (100%) of the premium coverage for Nuñez, and ninety percent (90%) of the premium coverage for all dependent care. Nuñez shall be responsible for the remaining dependent care premium coverage, as well as all co-pays, charges, out-of-pocket expenses, and other costs required by the insurance provider or for any such co-pays, charges, out-of-pocket expenses, and other costs not covered by insurance.

(b) In-Lieu Benefit. In lieu of selecting to use the City-provided above-referenced health benefit coverage, Nuñez may elect a cash as commensurate with the standard unrepresented Executive Management Group employee health benefits.

ii. Life Insurance and Long Term Disability. City shall provide Nuñez with a term life insurance policy in the amount of five hundred thousand dollars (\$500,000) and Nuñez shall name the beneficiary of the policy. City shall further

pay the premium for long-term disability insurance, as provided to unrepresented Executive Management Group.

iii. Deferred Compensation (457 Plan). City agrees to provide Nuñez an annual deferred compensation pursuant to section 457 of the Internal Revenue Code in an amount equal to the maximum contribution allowed by law, including the normal contribution and the catch-up contribution for individuals aged 50 or over. Payments shall be equally divided over twelve months and deposited by City into his 457 plan account each month.

d. Other Insurance. City shall provide and pay for all other insurance mandated by State law.

**10. Wellness Stipend**. Nuñez shall be entitled to reimbursement for expenses related to wellness (e.g., uninsured medical expenses, chiropractic visits, elective dental work, fitness memberships, etc.), upon submission of receipts to the City, up to a gross amount of one thousand Dollars (\$1,000) per calendar year.

**11. Professional Development**. The City hereby agrees to budget for and pay travel and subsistence expenses of Nuñez for professional travel, official travel, meetings necessary to pursue official and other functions for the City and to continue professional development of Nuñez, to the extent deemed reasonable by the City Council. The City also agrees to pay for the travel and subsistence expenses of Nuñez for short courses, institutes and seminars that are necessary for his professional development and for the good of the City.

**12. Memberships**. The City agrees to pay Nuñez's membership dues and subscriptions in the Orange County City Manager's Association, the International City/County Management Association ("ICMA"), League of California Cities, California City Managers Foundation, and other similar organizations to which the City is a member, at City expense with prior City approval. Nuñez shall have a reasonable right to attend meetings of such organizations.

**13. General Expenses**. The City recognizes that certain extraordinary expenses of a non-personal and job-affiliated nature may be incurred by Nuñez, such as a business-related lunch or certain expenses incurred at a conference of a professional organization of which Nuñez is a member. The City agrees to reimburse Nuñez for

reasonable expenses which are submitted to the City Council within thirty (30) days of occurrence for approval and which are supported by expense receipts, statements or personal affidavits, and an audit thereof in like manner as other demands against the City. For the avoidance of doubt, this paragraph is intended to apply to business expenses that Nuñez himself directly incurs in performance of his job duties.

**14. Performance Evaluation.** The City Council shall conduct a “mini” review and evaluate the performance of Nuñez at the first regular meeting that is at least 120 days following the commencement of his job as City Manager. At least annually thereafter, the City Council shall conduct a review and evaluate the performance of Nuñez in his role as City Manager in accordance with the City Charter. At the election of either Nuñez or the City Council, the format of such evaluation shall be a facilitated evaluation conducted by a third-party facilitator that is mutually agreeable to both the City Council and Nuñez, at the City Council’s expense. If neither the City Council nor Nuñez elect for a facilitated evaluation, the format of the evaluation shall be as determined by the City Council. The City Council shall provide Nuñez with an evaluation of his performance based on criteria established by the City Council with the assistance of Nuñez and/or the facilitator, if so elected. Nuñez shall be provided an adequate opportunity to discuss his evaluation with the City Council. The annual evaluations are expected to take place within one month before or after the Anniversary Date, or at any other time as requested by Nuñez. Notwithstanding the foregoing, the City Council may evaluate Nuñez at any time.

**15. Indemnification.** In accordance with and consistent with applicable law, the City shall provide Nuñez with a defense and indemnification, and shall hold Nuñez harmless from and against any and all claims, actions, or causes of action of any kind for which Nuñez may be held liable and which arise out of or relate to Nuñez’s performance of his job duties at City, in accordance with the requirements of the California Government Code. In addition and in accordance with and consistent with applicable law, the City shall defend, at the City’s expense and with counsel of the City’s choosing, any action, claim, or proceeding in which Nuñez is named and which alleges actions on the part of Nuñez, or failures to act, within the scope of the above-referenced indemnity obligation. Notwithstanding the foregoing, any funds provided for the legal criminal defense of Nuñez, if such were authorized, shall be fully reimbursed to the City if Nuñez

is convicted of a crime involving an abuse of his office or position, in accordance with Government Code section 53243.1. This Section will survive the termination of the Agreement.

**16. Bonding.** The City shall bear the full cost of any fidelity or other bonds required of Nuñez, acting as City Manager of the City, under any law or ordinance.

**17. Other Terms and Conditions of Employment.** The City Council may by resolution or contract amendment from time to time fix other terms and conditions of Nuñez's employment as the City may determine relating to the performance of his duties as City Manager, provided that such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, the City's Municipal Code, and all applicable laws.

**18. Notices.** Notices given under this Agreement shall be in writing and shall be served personally or sent by Federal Express or some equivalent private overnight delivery service. Notices shall be deemed received at the earlier of actual receipt or two (2) days following transmission to an overnight carrier.

**City**

Attn: City Council  
City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92701

With a copy to:

Santa Ana City Attorney  
City of Santa Ana  
20 Civic Center Plaza  
Santa Ana, CA 92701

**Nuñez**

To the address on file with the City's Human  
Resource Department

**19. Arbitration.** Any controversy or claim arising out of the interpretation or performance of this Agreement, or otherwise pertaining to this Agreement or Nuñez's appointment and service as the City Manager, shall be resolved by binding arbitration in Orange County, California, in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc., or such other arbitration service that the City and Nuñez may mutually select; and the arbitration award may be enforced as provided by California law. The City shall be solely responsible for the costs of administration and the costs of the arbitrator.

**20. Assignment.** This Agreement is not assignable by either the City or Nuñez. The City and Nuñez acknowledge that this Agreement is a personal services agreement for the personal services of the City Manager.

**21. General Provisions**

a. The text herein shall constitute the entire agreement between the Parties. No representations have been made or relied upon except as set forth herein. The Agreement is deemed to have been prepared by all of the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of interpretation of contracts under the law of the State of California. The use of section headings in this Agreement is provided for convenience only and will not have any impact on the interpretation of particular provisions.

b. If Nuñez dies or becomes incapacitated during the Term of this Agreement, any accrued and unpaid wages provided by the terms of this Agreement shall be paid by City to Nuñez's spouse or if no spouse, to Nuñez's dependents. The Agreement shall be binding upon, or shall inure to the benefit of, the respective heirs, executors, administrators, successors and assigns of the Parties; provided, however, that Nuñez may not assign Nuñez's obligations hereunder.

c. If any provision or portion hereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, 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. This Agreement represents the entire understanding of the City and Nuñez as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement. Except as specifically authorized by this Agreement, this Agreement may not be modified, altered or amended, except in writing approved by the City Council at a regular public meeting and Nuñez, and signed by the Mayor and Nuñez.

e. Nuñez is expected to conform to the ICMA Code of Ethics. Nuñez shall not engage in any business or transaction, or have a financial or other personal interest or association, direct or indirect, that is in conflict with the proper discharge of his official duties or that would tend to impair the independence of his judgment or action in the performance of his official duties. Nuñez shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the City's Municipal Code, and any other conflict of interest regulations applicable to Nuñez's employment with the City.

f. This Agreement shall be construed in accordance with the laws of the State of California and the parties agree that venue shall be in the state court in the County of Orange, California.

g. Nuñez acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in the Agreement.

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

**NUÑEZ**

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ALVARO NUÑEZ

**CITY OF SANTA ANA**

By: \_\_\_\_\_  
VALERIE AMEZCUA, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER HALL, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
SONIA CARVALHO, CITY ATTORNEY