

EMPLOYMENT AGREEMENT
For the Position of
CITY MANAGER

This Employment Agreement ("Agreement") is made and entered into on this 11th day of February, 2026 by and between the CITY OF CATHEDRAL CITY ("CITY"), a California charter city and municipal corporation, and ANDREW FIRESTINE ("FIRESTINE"), an individual, on the terms and conditions set forth hereinafter. CITY and FIRESTINE may be referred to in the Agreement in the singular as a "PARTY" or jointly as the "PARTIES."

RECITALS

A. CITY desires to employ the services of FIRESTINE as its City Manager, to carry out the duties and responsibilities of City Manager as defined herein and in the Cathedral City Municipal Code ("CCMC"), during the term provided herein, subject to the provisions of section 3 of this Agreement.

B. FIRESTINE previously commenced work with CITY on September 11, 2023 and is currently employed by CITY as its Director of Community and Economic Development. FIRESTINE desires to accept employment as City Manager in consideration of, and subject to, the terms, conditions, and benefits set forth in this Agreement.

C. CITY conducted a nationwide recruitment guided by a professional recruitment firm to secure the best qualified candidates for this position. The City Council selected FIRESTINE as the top candidate after consideration of all submitted resumes and two rounds of in-person interviews. As of the date listed above, all required background checks and any required examinations have been successfully completed without indication of any issues.

OPERATIVE PROVISIONS

In consideration of the terms, conditions, promises and agreements herein, the PARTIES agree as follows:

1. Position and Duties.

1.1 Position. FIRESTINE accepts employment with CITY as its City Manager and shall perform all functions, duties and services set forth in Section 1.4 [Duties] of this Agreement. FIRESTINE shall provide service at the direction and under the supervision of the City Council. It is the intent of the PARTIES that the City Manager shall keep the City Council fully informed of all significant ongoing operations of CITY. Toward that end, FIRESTINE shall report directly to the City Council and will periodically, or as may be

otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of CITY. FIRESTINE shall provide the City Council with reasonable advance written notice of absences due to vacation or use of administrative leave, and shall inform the City Council which Department Head shall be acting on his behalf during his absence.

1.2 Commencement Date / Period of Employment. The PARTIES agree that this Agreement commences and is effective as of February 12, 2026, provided that and subject to, approval of the Agreement by CITY's City Council, execution of the Agreement by FIRESTINE and CITY's Mayor. FIRESTINE has completed all background checks and examinations required by CITY to CITY's satisfaction. FIRESTINE shall serve as City Manager for a nominal term of five (5) years subject to either of the parties terminating the Agreement as provided in Section 3 [Termination] of this Agreement. In the event that none of the foregoing has occurred within the five (5) year term, then this Agreement shall automatically expire unless the Parties mutually agree, by written amendment of this Agreement approved by the City Council and executed by FIRESTINE and CITY's Mayor, to extend the term for a further stated period of time.

1.3 At-Will. FIRESTINE acknowledges that he is an at-will employee of CITY who shall, at all times, serve at the pleasure of the City Council during the period of his service hereunder. The terms of CITY's personnel rules, policies, procedures, ordinances, resolutions, memorandums of understanding, or collective bargaining agreements (collectively "Personnel Policies"), except as otherwise specifically provided in this Agreement to the contrary, shall not apply to FIRESTINE, and nothing in this Agreement is intended to, or does, confer upon FIRESTINE any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment as City Manager, except as is expressly provided in Section 3 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of FIRESTINE as City Manager as provided in Section 3 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of FIRESTINE to resign at any time from the position of City Manager with CITY, subject only to the provisions set forth in Section 3 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and FIRESTINE, as set forth in Section 3 [Termination] below.

1.4 Duties. FIRESTINE shall serve as the City Manager and shall be vested with the powers, duties and responsibilities of the City Manager as set forth in Chapters 2.08 and 2.20 of the CCMC, and such other Chapters or Sections of the CCMC as may reference the City Manager, all as may be amended from time to time, the terms of which are incorporated herein by reference. Any conflict in terms between this Agreement and the foregoing Chapters and Sections of the CCMC shall be resolved in favor of this Agreement. It is the intent of the City Council for the City Manager to function as the chief executive officer of CITY's organization. Without additional compensation, FIRESTINE

shall provide such other services as are customary and appropriate to the position of City Manager, including serving as the Executive Director of the Successor Agency to the City of Cathedral City Redevelopment Agency and City of Cathedral City Housing Authority, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the CCMC. FIRESTINE shall devote his best efforts and full-time attention to the performance of these duties.

1.5 Hours of Work. FIRESTINE shall devote the time necessary to adequately perform his duties as City Manager. The PARTIES expect that a minimum of forty (40) hours per week during regular business hours, as well as additional time outside of the normal business hours, will be required to satisfy this requirement. Toward that end, FIRESTINE shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours affords adequate availability of the City Manager to the City Council, CITY staff, and members of the community during CITY's normal business hours and for the performance of his duties and of CITY business. The position of City Manager shall be deemed an exempt position under California wage and hour law and under the federal Fair Labor Standards Act. FIRESTINE's compensation (whether salary or benefits or other allowances) is not based on hours worked and FIRESTINE shall not be entitled to any compensation for overtime.

1.6 Regional and Professional Activity. The City Council desires FIRESTINE to be reasonably active in national, statewide, regional and professional organizations that will contribute to City Manager's professional development and standing and that will contribute to the advancement of CITY's interests, goals and objectives. Toward that end, FIRESTINE may, upon advance notice to the City Council, undertake such activities as are directly related to his professional development and that advance the interests, goals and objectives of CITY. These activities may include, without limitation, participation in the Cal Cities, the International City/County Management Association, and/or other similar national, statewide, regional or professional organizations, provided that such activities do not in any way interfere with or adversely affect performance of his duties as City Manager.

1.7 Conflicting Activities. In accordance with Government Code Section 1126, during the period of his employment, FIRESTINE shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 [Regional and Professional Activity]), whether or not for pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict of interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of FIRESTINE's duties as City Manager.

1.8 Reimbursement. CITY agrees to reimburse FIRESTINE for reasonable and necessary travel, subsistence and other business expenses incurred by FIRESTINE in

the performance of his duties. All reimbursements shall be subject to and in accordance with California law and CITY's adopted Employee Reimbursement Policy.

2. Compensation and Benefits.

2.1 Base Salary. FIRESTINE shall receive an annual base salary of Two Hundred Eighty Thousand Dollars and No Cents (\$280,000.00) paid on a pro-rated basis according to the bi-weekly payroll schedule in place for CITY employees. Such base salary shall be subject to normal and proper withholdings as determined by state and federal law and as determined appropriate by the CITY and shall be subject to payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Educational Stipend. During the period of employment, FIRESTINE shall receive, in addition to his base salary, a stipend equal to 2.5% of his Base Salary, paid on a pro-rata basis according to the bi-weekly payroll schedule in place for the CITY employees, consistent with section 3.17.2 of CITY's Regulations Covering Executive, Administrative, Professional, Confidential and Other Particular Employees dated June 25, 2025, as may be updated from time to time (hereinafter referred to as "Executive Regulations").

2.3 Adjustment to Compensation. Any adjustment in compensation, including base salary, COLA, merit increases, adjustment in benefits or other compensation ("Compensation") shall be solely at the discretion of the City Council and adjustments to FIRESTINE's Compensation (inclusive of Base Salary, Educational Stipend, and Cost of Living Increases) must be approved by the City Council as a separate action from a general amendment to the Executive Regulations. All adjustments in Compensation are subject to approval by the affirmative vote of at least three (3) members of the City Council voting on the item at a duly noticed and agendized public meeting.

2.4 Performance Evaluation. On or before February 12th of each calendar year, unless another time is mutually agreed upon by the Parties, the City Council shall conduct a performance evaluation of FIRESTINE to assess his performance as City Manager. The City Council may provide constructive comments and directives as may be necessary related to his performance and the City Council and FIRESTINE may discuss goals that FIRESTINE may reasonably achieve during the following year. This provision is not intended to limit the method, procedure, or substance of such evaluations nor is this provision intended to limit the City Council evaluating FIRESTINE's performance more frequently than provided above.

2.5 Retirement and Retirement Savings.

2.5.1 *Retirement.* CITY intends to maintain its current retirement plan with the State of California's Public Employees Retirement System ("CalPERS") and to include FIRESTINE thereunder as a "PEPRA" member under CalPERS 2% at 62

years of age formula for miscellaneous employees and FIRESTINE making the required pre-tax member contribution.

2.5.2 Deferred Compensation – 457 Plan. During the period of employment, CITY shall provide a matching contribution to FIRESTINE's contribution to his 457 Deferred Compensation Plan, which is currently \$65 per pay period (\$1,690 annually), consistent with the rules and regulations in CITY's 457 plan document, as may be amended from time to time, provided such amount does not exceed any legal contribution limit to such plan.

2.5.3 Deferred Compensation – 401(a) Plan. During the period of employment, CITY shall annually provide a contribution of Twenty-eight Thousand dollars and no cents (\$28,000.00) to FIRESTINE's 401(a) account, contributed on a pro-rated basis according to the bi-weekly payroll schedule. FIRESTINE shall make such mandatory employee contributions to the plan as required by Executive Regulations, as they may be amended from time to time.

2.6 Health Benefits. During the period of employment, FIRESTINE, as a CalPERS participant, shall be eligible to receive health benefits (health, dental, vision) based on FIRESTINE's enrollment in his chosen medical plan (HMO or PPO) and his provider with which he has enrolled (e.g. Kaiser, Blue Cross, etc.) and other benefits chosen by FIRESTINE (e.g. Life & AD&D insurance, and other insurance products), as offered by City through CalPERS and other providers, consistent with the Cathedral City 2026 Employee Benefit Guide and the Executive Regulations, as both may be amended from time to time, and CITY's contract with CalPERS and the rules, regulations and policies related thereto, as may be amended from time to time. CITY will pay for such benefits up to the Cap Allowance for the NonRep/Elected category as provided in the Cathedral City 2026 Benefit Guide and Executive Regulations, both as may be amended from time to time.

2.7 Leave Accruals.

2.7.1 Vacation. FIRESTINE shall carry over his accrued but unused vacation time of 300.17 hours. Thereafter, during the period of employment, FIRESTINE shall accrue Vacation leave at the rate provided in Section 6.3.1, using September 11, 2023 as his commencement of service date, and for purposes the limit on his accumulation of vacation hours he shall be subject to the limits of a Tier 2 employee under Section 6.5, and subject to the cash out allowance limits in Section 6.6, all in accordance with the Executive Rules as the may be amended from time to time.

2.7.2 Sick Leave. FIRESTINE shall carry over his accrued but unused sick leave time of 191.94 hours. Thereafter, during the period of employment, FIRESTINE shall accrue and convert sick leave consistent with Sections 6.12 (Tier 2) and 6.13 (Tier 2) of the Executive Rules as they may be amended from time to time.

2.7.3 *Holidays*. During the period of employment, FIRESTINE shall be provided with the holidays recognized in Section 6.10 of the Executive Rules as they may be amended from time to time.

2.8 Miscellaneous Benefits.

2.8.1 Auto Allowance. During the period of employment, FIRESTINE shall receive an auto allowance of \$600 per month as compensation for use of his personal vehicle for CITY business. FIRESTINE agrees to maintain a California driver's license in good standing, shall keep his vehicle in good working condition, shall provide without lapse, adequate auto insurance (both liability and property damage), shall obey all traffic laws relating to operation of the vehicle, and shall use due care and caution in its operation.

2.8.2 Smart Phone Stipend. During the period of employment, FIRESTINE shall receive a Smartphone Stipend as provided for in Section 3.16 of the Executive Regulations (currently \$55 per month) in consideration of his use of his personal phone, computer or other similar electronic devices.

3. Termination.

3.1 By Employee. FIRESTINE may terminate this Agreement for any reason, and at any time, with or without cause, by providing CITY with thirty (30) days prior written notice thereof, notwithstanding anything to the contrary contained in or arising from any CITY ordinance, resolution, policy, or past CITY practices relating to the employment, discipline, or termination of its employees.

3.2 By City Not-For-Cause. Upon the affirmative vote of at least three (3) members of the City Council, during a duly noticed closed session meeting of the City Council, the CITY may terminate this Agreement for any reason, and at any time, without cause, by providing FIRESTINE with thirty (30) days prior written notice thereof, notwithstanding anything to the contrary contained in or arising from any CITY ordinance, resolution, policy or past practice relating to the employment, discipline, or termination of its employees. FIRESTINE expressly waives any rights provided under any CITY ordinance, resolution or policy, or under any state or federal law, to the extent legally allowable, to any form of pre- or post- termination hearing, appeal or other administrative process. CITY has the right to immediately place FIRESTINE on paid administrative leave and such leave time shall count toward the thirty (30) day notice period. In the event CITY terminates the Agreement not-for-cause, and provided that (i) FIRESTINE does not challenge the termination, including but not limited to by means of appeal or civil or administrative action, and (ii) timely and fully executes a separation agreement in a form approved by the City Attorney, then CITY shall pay FIRESTINE a lump sum equal to the lesser of six (6) months of FIRESTINE's then base salary amount (not including any education adjustment to base pay) or the number of full months remaining in the term of

the Agreement multiplied by his then base salary amount. In addition CITY to pay for FIRESTINE's health, dental and vision coverage as provided above in Section 2.6 for the number of months for which Severance is paid. Severance does not include accrued but unpaid salary, less applicable deductions, deferred compensation, benefits or any accrued compensable leave to which FIRESTINE may otherwise be entitled to under the law. The amount to be paid by City is limited by Government Code Section 53260 which provides that the maximum cash settlement for the termination of the Agreement may not exceed the base salary multiplied by the number of months remaining on the Agreement. For the purpose of this Agreement, the Parties have agreed that the maximum number of months to be used for calculation of the Severance payment shall be six (6) months.

3.3 By City For-Cause. CITY may immediately terminate this Agreement at any time by providing FIRESTINE written notice of his termination for cause. No Severance or any further salary shall be paid in the event FIRESTINE's employment is terminated for cause except for any accrued but unpaid salary, less applicable deductions, deferred compensation, benefits or any accrued compensable leave to which FIRESTINE may otherwise be entitled to receive under the law. For purposes of this Agreement, cause for termination shall be deemed to exist where: (1) FIRESTINE is formally charged by the appropriate prosecuting agency with any of the following criminal conduct: theft or attempted theft from the City; fraud or other type of criminal dishonesty; misuse or misappropriation of public funds; assault, battery or other criminal physical injury to another person; any felony; solicitation, prostitution, or other sexually oriented crime; or for violating Government Code Sections 1090 et seq. and/or Section 53243.4; (2) FIRESTINE is fined by the Fair Political Practices Commission for a violation of the Political Reform Act or FPPC Regulation in an amount in excess of one thousand five hundred dollars (\$1,500); (3) an independent investigation sustains that FIRESTINE engaged in discrimination or harassment of an official, officer, employee or agent of CITY or a third party while conducting City business; (4) violation of the City's Municipal Code; (5) unauthorized absence or leave in violation of section 1.1 of this Agreement; (6) use or possession of illegal drugs; (7) material breach of this Agreement; (8) material acts of dishonesty; (9) material failure to disclose information regarding the business or operation of the City that hinders or impairs the City Council's ability to make informed decisions on projects, policies or legislative actions; or (10) material failure to follow clear and legal directives of a majority of the City Council provided in a duly noticed public meeting, including closed session. FIRESTINE expressly waives any rights provided for executive, administrative, and/or confidential personnel under CITY's ordinances, resolutions, policies, or past practices, or under State or Federal law to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination, except when FIRESTINE has a California or federal constitutional right to a name-clearing hearing.

3.4 Reimbursement Under Certain Circumstances. The PARTIES Acknowledge that Government Code Section 53243.4 may require FIRESTINE to

reimburse CITY for certain payments made by CITY to FIRESTINE during the term of his employment with CITY should he be convicted of a crime within the meaning of Section 53243.4.

4. Proprietary Information.

“Proprietary Information” is all information and any ideas pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of his employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of CITY’s organization, and all Proprietary Information so known only through improper means, shall be deemed “Confidential Information.” During his employment by CITY, FIRESTINE shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, FIRESTINE shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. FIRESTINE’s obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

5. Conflict Of Interest.

FIRESTINE represents and warrants to CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

6. General Provisions.

6.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in FIRESTINE’s personnel file. FIRESTINE agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:
City of Cathedral City
69700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Attn: Mayor and City Council

City Manager's Address:
[Deliver to last updated address in
personnel file.]

6.2 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Gov. Code § 810 *et seq.*], CITY will indemnify, defend, and hold FIRESTINE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during FIRESTINE's tenure as City Manager.

6.3 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of FIRESTINE's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of FIRESTINE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to FIRESTINE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

6.4 Amendments. This Agreement may not be amended except in a written document signed by FIRESTINE, approved by the City Council and signed by CITY's Mayor.

6.5 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

6.6 Assignment. FIRESTINE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to FIRESTINE, assign its rights and obligations hereunder.

6.7 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

6.8 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing PARTY shall be entitled to recover reasonable attorneys' fees and costs.

6.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

6.10 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any PARTY. By way of example and not in limitation, this Agreement shall not be construed in favor of the PARTY receiving a benefit nor against the PARTY responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the PARTIES to this Agreement and by no other means. Each PARTY waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

6.11 Acknowledgment. FIRESTINE 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 this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and FIRESTINE has signed and executed this Agreement, as of the date first indicated above.

CITY MANAGER

CITY OF CATHEDRAL CITY

ANDREW FIRESTINE

RAYMOND GREGORY, Mayor

ATTEST:

APPROVED AS TO FORM:
Burke, Williams & Sorensen, LLP

Christina Burton, City Clerk

Eric S. Vail, serving as
City Attorney