

SEVERANCE AGREEMENT AND GENERAL RELEASE BY AND BETWEEN THE COUNTY OF INYO AND NATHAN GREENBERG

This severance agreement and general release ("Agreement") is entered into by and between the County of Inyo, a political subdivision of the State of California ("County") and Nathan Greenberg ("Employee") as follows:

- A. Employee has been employed by the County as the County Administrative Officer pursuant to an employment agreement entered into on or about September 6, 2022, and subsequently amended on January 2, 2025 ("Employment Agreement").
- B. Employee wishes to resign from their employment with County.
- C. The intent of this Agreement is to bring Employee's employment with County to a conclusion in an agreeable manner, to provide Employee with consideration they would not otherwise receive and to provide the County with security that the employment relationship has been terminated and that no claims or other issues shall be raised relating thereto.

Therefore, the parties agree as follows:

- 1. Employee shall cease to be a County employee effective May 15, 2026. At that time, Employee's employment with the County shall be concluded and they shall be relieved of any remaining commitment to the County.
- 2. In return for entering into this Agreement, the County shall provide the following consideration to Employee:
 - a. As of the signing of this Agreement, the Parties recognize that Employee is on paid administrative leave. The County shall keep Employee on paid administrative leave until May 15, 2026, at which time Employee's employment with the County shall terminate. Employee's administrative leave shall be governed by the terms set forth in the memorandum titled "Administrative Leave with Pay," which is attached hereto as Exhibit A, and any generally applicable rules, policies, or procedures regarding administrative leave that have been or will be created and adopted by the County.
 - b. Upon conclusion of Employee's employment, County shall pay to Employee the cash value of any and all accrued and unused personal time off. County shall also provide Employee with written notice of their entitlement to continue health insurance coverage at their own cost pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA").
 - c. County agrees that, should it receive any request for employment verification, such requests shall be forwarded to and responded to by the County Counsel's Office. Any such response shall provide no information other than to confirm Employee's dates of employment with the County and to confirm that they resigned for personal reasons. Unless required by law, Employee and County shall not publicly discuss the reasons, if any, leading to entry into this Agreement. Notwithstanding the

confidentiality provisions set forth herein, the Parties agree the County will issue the press release attached hereto as Exhibit B, on or before Tuesday September 30, 2025.

d. Employee understands and acknowledges that this Agreement provides them with valuable consideration they would otherwise not receive unless they sign this Agreement and allow it to become binding on them.

e. County shall not contest any application Employee may make for unemployment insurance benefits with the California Employment Development Department.

f. Employee may purchase from County the iPad that was assigned to him for his employment, for its fair market value as determined by the County Information Services Director. Said iPad shall be first wiped of any County applications and information prior to being sold to Employee.

3. Employee, on behalf of themselves, their heirs, representatives, successors, assigns, executors and administrators, hereby irrevocably and unconditionally waives, releases and forever discharges the County and/or any of its current or former officials, officers, employees, agents and attorneys from any and all charges, complaints, lawsuits, claims, liabilities or causes of action, of any nature whatsoever, whether in law or equity, known or unknown, suspected or unsuspected, actual or potential, which Employee now has, claims to have had, or may have against any of the released parties at common law or under any Constitutional provision, statute, rule, regulation, order or law, whether federal, state or local, on any grounds whatsoever with respect to any act, omission, event or injury arising out of their employment with the County.

4. Without limiting the foregoing paragraph, Employee also specifically waives any and all claims he may have under the U.S. or California Constitutions; Title VII of the U.S. Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e et seq.); Employee Retirement Income Security Act (29 U.S.C. § 1001 et seq.); the Equal Pay Act (29 U.S.C. § 206(d)); the Americans With Disabilities Act (42 U.S.C. § 12101); the Fair Labor Standards Act (29 U.S.C. §§ 201, et seq.); Fair Credit Reporting Act (15 U.S.C. §§ 1681, et seq.); the Rehabilitation Act of 1973 (29 U.S.C. § 793 et seq.); the Family and Medical Leave Act (29 U.S.C. § 2601 et seq.); the provisions of 42 U.S.C. §§ 1981-88; the California Fair Employment and Housing Act (California Government Code § 12900 et seq.); the California Family Rights Act (Gov. Code § 12945.2); the Investigative Consumer Reporting Agencies Act (Gov't Code §§ 3300, et seq.); any common law actions including but not limited to wrongful discharge, inflictions of emotional distress, defamation, breach of contract; and/or breach of the covenant of good faith and fair dealing; and all other federal, state and local provisions of constitution, statute, ordinance, regulation or case law governing the employment relationship or the termination thereof.

5. Employee hereby waives and releases any and all rights under section 1542 of the California Civil Code or any analogous state, local or federal law concerning any

claims they have or may have with respect to County or their employment with County. Civil Code section 1542 reads:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Employee agrees that this Agreement shall also extend and apply to all unknown, unsuspected and unanticipated claims, injuries, losses and damages as well as those that are now known and/or disclosed, concerning their employment.

6. This agreement constitutes the complete understanding between the County and Employee. No promises, agreements or modifications to this Agreement made subsequent to the execution of this Agreement by these parties shall be binding unless reduced to writing and signed by both parties. The parties to this Agreement represent that this Agreement may be used as evidence in any subsequent proceeding in which any party alleges a breach of this Agreement or seeks to enforce its terms, provisions or obligations. Employee acknowledges that no promises of benefit or threats of detriment have been made in order to induce them to sign this Agreement. Employee represents that they have signed this Agreement voluntarily and of their own free will. Employee acknowledges that they have had an adequate opportunity to have this document reviewed by, and to seek the advice of, a competent attorney or other representative of his choice.

7. Notwithstanding anything to the contrary in this Agreement, since this Agreement does not provide for time to consider and potentially revoke an agreement to waive claims under the Age Discrimination in Employment Act of 1967 (“ADEA”; 29 U.S.C. §§ 621-634) or the Older Workers Benefit Protection Act (“OWBPA”; 29 U.S.C. §§ 626 et seq.), this Agreement does not waive any such claims to the extent such time to consider and potentially revoke an agreement for any such waivers is required by law.

8. This Agreement is made and entered into in the State of California and shall be governed, interpreted and enforced under the laws of California. Should any of the provisions of this Agreement be determined to be illegal, invalid or unenforceable by final decision of any court or governmental agency of competent jurisdiction, the validity of the remaining parts, terms and provisions shall not be affected thereby and the illegal, invalid or unenforceable part, term or provision shall be deemed not to be a part of this Agreement.

9. Employee and the County acknowledge that the County is subject to the California Public Records Act (“CPRA”) and that this Agreement constitutes a public record of a type that is generally required to be disclosed upon request. Employee, the County, and their respective attorneys agree that they will not voluntarily release this Agreement to third parties or to otherwise disclose its contents publicly except under the following circumstances: (a) the County receives a request and determines it is required

by law to release the document(s) to the person or entity submitting the request; (b) either Employee or the County is required to disclose the Agreement pursuant to a subpoena issued by a competent authority or an order issued by a court or tribunal of competent jurisdiction; or (c) the County determines that disclosure is necessary for the County to defend itself in a judicial action or administrative proceeding (either internal or external). Nothing in this provision shall preclude Employee, the County, and their respective attorneys from sharing a copy of this Agreement or disclosing its contents to their accountants, attorneys, or financial advisors or, in the case of the County, its officers, agents or representatives with a need to know in order to perform their duties.

10. Employee and the County agree that the consideration set forth in this Agreement is received in settlement and for compromise of disputed claims and that neither this Agreement nor the aforesaid promises are to be construed as an admission on the part of Employee or the County of any wrongdoing or liability, nor to be admissible as evidence in any proceeding other than for enforcement of the provisions of this Agreement.

11. This Agreement may be signed in counterparts. Any collection of counterparts collectively including all the necessary signatures hereto shall constitute a fully executed and enforceable Agreement.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

EMPLOYEE FURTHER ACKNOWLEDGES THAT THE WAIVERS HE HAS MADE AND THE TERMS HE HAS AGREED TO HEREIN ARE KNOWING, CONSCIOUS, AND WITH FULL APPRECIATION THAT HE IS FOREVER FORECLOSED FROM PURSUING ANY OF THE RIGHTS SO WAIVED.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES INDICATED.

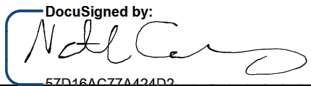

<p>Employee</p> <p>By:  57D46AC77A424D2...</p> <p>Nathan Greenberg</p> <p>Date: 9/29/2025</p>	<p>County of Inyo</p> <p>By: </p> <p>Scott Marcelin, Board Chair</p> <p>Date: 09/26/2025</p>
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Exhibit A – Admin Leave Memo



COUNTY OF INYO

PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526
760 – 878-0377

September 29, 2025

Nate Greenberg
[REDACTED]
[REDACTED]

Re: Notice of Paid Administrative Leave

Dear Mr. Greenberg:

The County is placing you on paid administrative leave effective immediately.

While you are on administrative leave, you are relieved of all your duties and responsibilities as the County Administrative Officer. During the period of your administrative leave, the following ORDERS apply:

- You are relieved of all work-related responsibilities and are not authorized to perform any official duties for the County during the period of this leave.
- You are prohibited from representing yourself as an employee, officer, or agent of Inyo County in any capacity.
- You are prohibited from entering any County-owned or County-operated facility, or from attending County functions that are not open to the general public.
- You shall surrender any and all County provided property in your possession, including but not limited to computer, office keys, County ID, County Credit Card.
- You shall be available during regular business hours to answer any and all work-related inquiries.
- Being placed on this paid administrative leave does not affect your pay and benefits.

Exhibit B: Press Release

County of Inyo and Nate Greenberg Announce Mutual Decision to Part Ways

The County of Inyo and Nate Greenberg, who has served as County Administrative Officer since September of 2022, have mutually agreed to part ways.

The County expresses its sincere appreciation to Mr. Greenberg for his service. Nate provided steady leadership and was dedicated to supporting a number of County initiatives.

“This decision comes with mixed emotions,” Nate said. “I am sad to leave behind an amazing team of individuals, as well as the important and exciting work we were doing together. As the Board and I pursue different directions, I remain deeply grateful for the team and am confident in their continued success.”

After 25 years of continual public service in the Eastern Sierra, Nate is taking some time to pause, focus on family, and support his wife in her career with Mono County.