

## **CITY OF BELL**

### **CHIEF OF POLICE EMPLOYMENT AGREEMENT**

This CHIEF OF POLICE EMPLOYMENT AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into on June 25, 2025, by and between the CITY OF BELL, a charter city and municipal corporation (hereinafter referred to as the "CITY") and DAMIAN A. VELASCO, an individual (hereinafter referred to as "EMPLOYEE"). For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

### **RECITALS**

WHEREAS, pursuant to California Government Code section 34856 and the City of Bell City Charter Section 604(a), the City Manager (formerly designated as the Chief Administrative Officer) has the authority to appoint the Chief of Police, subject to review of and approval of such appointment by the City Council; and

WHEREAS, the City Manager desires to appoint EMPLOYEE to serve in the position of Chief of Police for the CITY, the duties of which position are generally set forth in Government Code sections 41601-41612, and in the Chief of Police Classification Specifications adopted by the CITY and attached hereto as Exhibit "A"; and

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of Chief of Police professional services to the CITY and its related agencies; and

WHEREAS, EMPLOYEE has obtained the California Peace Officer Standards and Training ("POST") Management Certificate required by the City's Classification Specifications in order to serve as the Chief of Police; and

WHEREAS, the Parties agree that EMPLOYEE has the necessary qualifications and experience to perform as Chief of Police; and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE's provision of Chief of Police professional services to the CITY and its related agencies through this AGREEMENT; and

WHEREAS, EMPLOYEE's appointment as the CITY's Chief of Police was approved by the City Council on June 25, 2025 pursuant to City of Bell City Charter section 604(a), contingent upon EMPLOYEE's successful completion of the standard Peace Officer Standards and Training ("POST") pre-employment screening/ background investigation.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and EMPLOYEE hereby agree, subject to formal approval of City Council, as follows:

### **AGREEMENT**

## **1.0 EMPLOYMENT & DUTIES**

1.1 Duties. Contingent upon EMPLOYEE's successful completion of the standard Peace Officer Standards and Training ("POST") pre-employment screening/ background investigation (including background investigation, psychological evaluation, and a comprehensive pre-employment medical examination), CITY hereby appoints EMPLOYEE to serve as Chief of Police for the CITY to perform the functions and duties of said position, including those essential duties specified in the Chief of Police Classification Specifications for the Chief of Police as described in Exhibit "A" and those functions and duties set forth in sections 41601-41612 of the Government Code of the State of California. Additionally, EMPLOYEE shall perform such other legally permissible and proper functions and duties as the City Manager shall, from time-to-time, direct or assign as appropriate to the position of Chief of Police. EMPLOYEE shall perform these functions and duties in an efficient, competent, and ethical manner and shall devote EMPLOYEE's best efforts and full-time attention thereto.

1.2 Work Schedule. It is recognized that the Chief of Police is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the CITY. EMPLOYEE acknowledges that proper performance of the duties of Chief of Police requires EMPLOYEE to generally observe normal business hours (currently 8:00 a.m. to 5:00 p.m., Monday through Friday, including a standard one hour lunch period), as set by the CITY and as may be duly revised from time-to-time by the CITY and/or the City Manager, and also often requires the performance of necessary services outside of normal business hours. EMPLOYEE's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the Chief of Police position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and EMPLOYEE shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA.

1.3 Fair Labor Standards Act ("FLSA") Exempt Status. EMPLOYEE acknowledges and agrees that the Chief of Police position is that of an exempt employee for the purposes of the FLSA.

1.4 Other Activities. EMPLOYEE shall focus his professional time, ability, and attention to the CITY's business during the term of this AGREEMENT. EMPLOYEE shall not engage, without the express prior written consent of the City Manager, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of the functions and duties of the Chief of Police.

1.5 Employment Status. Upon appointment to the Chief of Police position, EMPLOYEE shall serve at the will and pleasure of the City Manager and understands that EMPLOYEE shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to summary dismissal without any right of notice or hearing except as expressly provided in this AGREEMENT, including any so-called due process pre-disciplinary "Skelly" hearing. The CITY may terminate EMPLOYEE at any time, with the sole exception being

the express procedures set forth in Section 3.3, Section 3.4, Section 3.5 and Section 3.6 below which are in accordance with the state mandated protections afforded by the Public Safety Officers Procedural Bill of Rights Act ("POBOR") (Government Code sections 3300-3313).

1.6 Exclusion from Civil Service System. EMPLOYEE understands, acknowledges and agrees that EMPLOYEE is exempt from the CITY's Civil Service System. The exclusion of the Chief of Police from the CITY's Civil Service System was most recently confirmed by City of Bell Resolution No. 2023-67.

1.7 CITY Documents. All data, studies, reports and other documents prepared by EMPLOYEE while performing his duties during the term of this AGREEMENT shall be furnished to and become the property of the CITY, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to EMPLOYEE in connection with the performance of this AGREEMENT shall be held confidential by EMPLOYEE to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by EMPLOYEE, without the prior written consent of the City Manager, for any purposes other than the performance of EMPLOYEE's duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this AGREEMENT, except as required by (i) law, (ii) any governmental agency, (iii) subpoena, or (iv) an order issued by a court of competent jurisdiction.

## 2.0 COMPENSATION AND REIMBURSEMENT

2.1 Base Salary. For the services rendered pursuant to this AGREEMENT, EMPLOYEE's annual base salary ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the CITY are paid, shall be Two Hundred and Three Thousand Dollars (\$203,000.00.) During the term of this AGREEMENT, EMPLOYEE shall receive base Salary increases as follows:

- Beginning the first full pay period one full year after the Effective Date of this Agreement as defined in Section 3.1 below, Employee shall receive a two percent (2%) increase to his base Salary, for a new base Salary of Two Hundred and Seven Thousand Sixty Dollars (\$207,060.00.)
- Beginning the first full pay period two full years after the Effective Date of this Agreement as defined in Section 3.1 below, Employee shall receive an additional two percent (2%) increase to his then-current base Salary, for a new base Salary of Two Hundred Eleven Thousand Two Hundred one Dollars and Twenty Cents (\$211,201.20).

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.

4.1 Base Salary Review. The City Manager and EMPLOYEE agree to conduct an annual base salary review concurrently with the annual performance evaluation set forth in Section 5.2.

2.2 Business Expense Reimbursements. CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence, and other CITY related business expenses incurred by EMPLOYEE in the performance of his duties. All reimbursements shall be subject to and in accordance with California law, the CITY's adopted travel & meeting/mileage reimbursement policy, and IRS rules for reporting compensation through payroll or reimbursement through accounts payable.

### 3.0 TERM

3.1 Commencement & Effective Date. EMPLOYEE shall commence service hereunder 8:00 a.m. Pacific daylight savings time on July 25, 2025, or such other date/time upon which the City Manager and EMPLOYEE may mutually agree, following and contingent upon EMPLOYEE's successful completion of the standard POST pre-employment screening/background investigation. In the event EMPLOYEE commences services on a date other than July 25, 2025, such date shall be deemed the effective date of this AGREEMENT ("Effective Date"). The appointment of EMPLOYEE as Chief of Police was approved by the City Council on June 25, 2025, contingent upon EMPLOYEE's successful completion of a pre-employment screening/background investigation. EMPLOYEE acknowledges and agrees that the effectiveness of this AGREEMENT and his appointment as Chief of Police is contingent upon his successful completion of the pre-employment screening/ background investigation.

3.2 Term. This AGREEMENT shall commence as of the Effective Date specified in Section 3.1 and shall automatically terminate three (3) years following the Effective Date, unless terminated prior to this date by either Party pursuant to Section 3.3, 3.5, or 3.6 ("Term").

3.3 Termination by EMPLOYEE. EMPLOYEE may terminate this AGREEMENT at any time, provided EMPLOYEE provides the City Manager with at least thirty (30) days' advance written notice. In the event EMPLOYEE terminates this AGREEMENT, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay.

3.4 Termination by CITY. The City Manager or someone acting in the capacity as City Manager may terminate this AGREEMENT at any time either: i) for cause, as provided in Section 3.5 or ii) without cause, as provided in Section 3.6. The procedures set forth in Section 3.5 and Section 3.6 are provided to comply with the requirements of the POBOR, including but not limited to Government Code section 3304(c), which states that the CITY is required to provide written notice of termination and the reason or reasons therefore and an opportunity for administrative appeal. The City Manager's right to terminate EMPLOYEE shall not be subject to or in any way limited by the CITY's Civil Service Rules and Regulations or past CITY practices related to the employment, discipline or termination of the CITY's employees. Except as expressly provided herein, EMPLOYEE expressly waives any rights provided for the Chief of Police under the CITY's Civil Service Rules and Regulations, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of Chief of Police and EMPLOYEE remains an at-will employee serving at the pleasure of the City Manager. In the event of termination for cause, the CITY may, in its discretion, place EMPLOYEE on paid or

unpaid administrative leave until resolution; in the event of termination without cause, the CITY reserves the right to place EMPLOYEE on paid administrative leave for all or a portion of the thirty (30) day period provided under Section 3.6.

3.5 Termination by CITY for Cause. The CITY may terminate this AGREEMENT for cause at any time by providing EMPLOYEE with five (5) business days' written notice of the termination for cause and the facts and grounds constituting such cause. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: i) Breach of this AGREEMENT, ii) Willful or persistent material breach of duties, iii) Résumé fraud or other acts of material dishonesty, iv) Unauthorized absence or leave, v) Conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law, vi) Violation of the CITY's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a CITY official or employee or legally prohibited personal acts of discrimination against a CITY official or employee has occurred, vii) Violation of the CITY's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the CITY's Civil Service Rules and Regulations, Administrative Procedures Manual, and the Bell Police Department policy manual, viii) Use or possession of illegal drugs, ix) Engaging in conduct tending to bring embarrassment or disrepute to the CITY, x) Any illegal or unethical act involving personal gain, xi) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction of the City Manager or the policy decisions of the City Council, xii) Gross misfeasance or gross malfeasance, and xiii) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption). If the CITY terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, the CITY shall have no obligation to pay the severance provided in Section 4. In order to comply with the requirements of California Government Code section 3304(c), a termination by the City Manager for cause shall be conducted in accordance with the following procedures:

(a) Within ten (10) days of receipt of written notice under Section 3.5, EMPLOYEE may submit a request in writing to the City Manager for an administrative appeal. Such appeal shall not prohibit or otherwise delay the termination of EMPLOYEE prior to the administrative appeal. Failure to timely file such a request shall be deemed to be a waiver of the right to do so.

(b) Upon EMPLOYEE's written appeal request, the City Manager shall appoint an independent hearing officer to conduct an administrative hearing and issue an advisory decision which shall then be reviewed and considered and either adopted, modified or rejected by City Council. Both the EMPLOYEE and the CITY and their respective representatives, if any, shall make reasonable efforts to set an administrative appeal hearing date within thirty (30) days from the City Manager's receipt of the written appeal request.

(c) At the administrative appeal hearing, the independent hearing officer shall be presented with both the information and documents on which the CITY based its decision to terminate as well as any information and documents on which the CITY based its decision to terminate for cause as well as any information and documentation that the EMPLOYEE

chooses to submit to challenge the CITY's information and documents to raise mitigating circumstances for consideration by the independent hearing officer.

(d) Within thirty (30) days of completing the hearing, the independent hearing officer shall issue an advisory decision in writing to the City Council determining whether EMPLOYEE was properly terminated and whether there was sufficient "cause" to justify not paying severance under the terms of this AGREEMENT. Following City Council's review and consideration of the advisory decision, EMPLOYEE shall be notified in writing as to whether the advisory decision will be upheld, modified or rescinded.

3.6 Termination by City Manager Without Cause. By providing EMPLOYEE at least thirty (30) days' prior written notice thereof, the CITY may terminate EMPLOYEE without cause but rather based upon management reasons such as implementing the CITY's goals or policies, including but not limited to: (i) "change of administration," or (ii) "incompatibility of management styles." These reasons, without any additional explanation, shall be sufficient to constitute "reason or reasons" in accordance with Government Code section 3304(c). In the event EMPLOYEE is terminated without cause, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay as the result of the termination of this AGREEMENT except as provided in Section 4.1 below. In order to comply with the requirements of California Government Code section 3304(c), in the event of termination without cause, EMPLOYEE may request to appear before the City Council, without an attorney present, prior to the effective date of the termination to challenge the reasons for the termination without cause or to raise mitigating circumstances regarding the termination.

#### 4.0 SEVERANCE

4.1 Severance Pay. In the event EMPLOYEE is terminated without cause and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then CITY shall pay to EMPLOYEE severance in an amount equal to the monthly base salary of EMPLOYEE then in effect multiplied by six (6) excluding the value of any benefits.

Notwithstanding the foregoing, Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than 18 months if the unexpired term exceeds 18 months. Accordingly, should such proposed severance payment exceed the amount authorized to be paid under Government Code Section 53260, then the amount paid to EMPLOYEE shall be reduced in the amount necessary to comply with such statute. (For example, if termination occurs with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than the six (6) months provided in this Section.)

4.2 No Severance Pay if Termination for Cause or Initiated by EMPLOYEE. As provided in Section 3.5, should Employee be terminated for cause, the CITY shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should EMPLOYEE initiate termination of this AGREEMENT, the CITY shall have no obligation

to pay the severance provided for in Section 4.1 above. Furthermore, in the event that this AGREEMENT expires by its own terms, then EMPLOYEE shall not be entitled to any severance.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of EMPLOYEE with respect to severance pay in the event of the termination. EMPLOYEE expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "B."

## **5.0 PERFORMANCE EVALUATIONS**

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to EMPLOYEE so as to facilitate a more effective management of the Police Department and the CITY. Nothing herein shall be deemed to alter or change the employment status of EMPLOYEE as Chief of Police (as set forth in Section 1.5 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this AGREEMENT, or the services of EMPLOYEE hereunder.

5.2 Annual Evaluation. The City Manager shall conduct a formal or informal review and evaluate the performance of EMPLOYEE on an annual basis to coincide with the anniversary date of EMPLOYEE's appointment to the position of Chief of Police. Such performance review and evaluation shall be conducted concurrently with an annual base salary review provided for in Section 2.3 above, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Manager may, at his or her sole discretion, elect to provide a written summary of each performance evaluation to EMPLOYEE within two (2) weeks following the conclusion of the performance review and evaluation process, and may, at his or her sole discretion, schedule at least one (1) City Council closed session with EMPLOYEE to deliver and discuss the evaluation.

## **6.0 BENEFITS AND OTHER COMPENSATION**

6.1 Professional Development. The CITY recognizes its obligation to the professional development of its Chief of Police and agrees that EMPLOYEE shall be given adequate opportunities to develop and maintain skills and abilities as a public administrator. EMPLOYEE is expected and encouraged to and does agree to participate in professional organizations and to attend Area and Regional meetings and conferences related to matters of interest to the CITY consistent with the time required for such attendance in relationship to EMPLOYEE's other responsibilities as determined by the City Manager. The City Manager hereby agrees to budget an amount to be determined in the exercise of his or her sole discretion to pay the cost, travel and subsistence expense of EMPLOYEE for professional and/or official travel, meetings, and occasions adequate to continue professional development of EMPLOYEE and to adequately pursue necessary official functions for the CITY. These activities shall include membership in the International Association of Chiefs of Police ("IACP"), California Police Chiefs Association ("Cal Chiefs"), and the Los Angeles County Police Chiefs Association and

attendance at the IACP conference once every two years and annual attendance at the Cal Chiefs and Los Angeles County Police Chiefs Association conferences, if any. EMPLOYEE shall be responsible for maintaining any professional certifications recognized as necessary or desirable in the performance of the duties hereunder. Tuition and cost of books will be reimbursed to EMPLOYEE for professional and technical courses approved by the City Manager and taken in an accredited educational institution provided that: the subject matter of the course relates directly to and contributes toward the Chief of Police position with the CITY; EMPLOYEE has received at least a competent proficiency rating on the last performance evaluation report; and EMPLOYEE has furnished evidence that the course has been completed with at least a "C" or "pass" grade.

The City Manager also agrees to budget and pay for travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars that are necessary for EMPLOYEE's professional development and for the good of the CITY. The City Manager agrees to budget and pay for professional dues and subscriptions of EMPLOYEE reasonably related to the professional growth, development, education, and training of EMPLOYEE.

## 6.2 Paid Leave.

(a) Sick Leave: EMPLOYEE shall be entitled to ninety-six (96) hours of one hundred percent (100%) sick leave annually. Sick leave shall accrue at the rate of 3.6960 hours per bi-weekly pay period. Sick leave may only be accrued to a maximum of one hundred ninety-two (192) hours at which point sick leave accrual will cease until the accrued hours fall below the maximum of one hundred ninety-two (192) hours. Requests for use of sick leave shall be in minimum increments of one hour. However, where such request has not been made in advance, sick leave must be used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this Section are deemed to be normal City operating hours. Upon termination for any reason, EMPLOYEE shall be entitled to cash out sick leave on the books then existing up to one hundred (100) hours. Alternatively, upon retirement from the City of Bell, EMPLOYEE may use any 100% sick leave then remaining towards CalPERS service credit.

For purposes of this Section, "seventy-five percent sick leave" shall mean sick leave with seventy-five percent (75%) of pay. "Fifty percent sick leave" shall mean sick leave with fifty percent (50%) of pay. During each five (5) year increment of regular employment, EMPLOYEE will be entitled to accrue 75% sick leave hours and 50% sick leave hours as follows:

<u>Years of Service</u>	<u>75% Hours</u>	<u>50% Hours</u>
0-5	112	112
5-10	224	336
10-15	448	616
15-20	448	896
20-25	448	1,456

EMPLOYEE shall be eligible to use 75% sick leave following exhaustion of 100% sick leave. Following exhaustion of 75% sick leave, EMPLOYEE shall be eligible to use 50% sick leave. At the end of each five-year increment, any unused 75% and 50% sick leave hours will expire and EMPLOYEE will accrue the corresponding value of the next five-year increment.

Three (3) 100% sick leave days may be used each fiscal year for severe illness in EMPLOYEE's immediate family.

(b) Vacation Leave. EMPLOYEE shall be entitled to one hundred and sixty (160) hours of vacation leave annually, accruing at the rate of 6.1538 hours bi-weekly. EMPLOYEE shall have the right to cash in a combined maximum of eighty (80) vacation leave hours annually, provided that a minimum of eighty (80) vacation leave hours must be left in the regular vacation bank at time of cash out. All requests for vacation leave cash out shall be subject to the review and approval of the City Manager; approval of vacation leave cash out shall be contingent upon the fiscal ability of the City. Vacation leave may only be accrued to a maximum of two hundred eighty (280) hours at which point vacation leave accrual will cease until the accrued hours fall below the maximum of two hundred eighty (280) hours. Requests for use of vacation leave shall be in minimum increments of one hour. However, where such request has not been made and approved in advance, vacation leave must be used and deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon termination, for any reason, EMPLOYEE shall be entitled to one hundred percent (100%) of the unused vacation leave on the books then existing.

(c) Paid Administrative Leave. (Also known as Executive Leave.) EMPLOYEE shall be credited with paid administrative leave upon the Effective Date of the AGREEMENT to reach a total of forty (40) hours of paid administrative leave. In subsequent years, EMPLOYEE shall be credited with forty (40) hours of paid administrative leave on the first pay period of the payroll calendar year. Use of administrative leave is subject to City Manager approval. Paid administrative leave is capped at forty (40) hours such that any leave not used in the prior calendar year shall be deducted from the next year's accrual. Requests for use of paid administrative leave shall be in minimum increments of one hour. However, where such request has not been made and approved by the City Manager, administrative leave may be deducted from accruals on a minute by minute basis for time missed from normal work hours which for purposes of this Section are deemed to be normal City operating hours. Upon termination, any remaining accrued paid leave owed to EMPLOYEE shall be paid out.

(d) Holiday Leave.

(1) Paid holidays. EMPLOYEE will be entitled to a total of thirteen (13) holidays each fiscal year. The CITY's past practice has been to observe the following ten (10) holidays: New Year's Day, Martin Luther King Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

(2) Floating holidays. As the CITY's past practice has been to observe ten (10) holidays each fiscal year, EMPLOYEE shall accrue three (3) discretionary, floating holidays (24 hours) every year, for a total of 13 holidays. In the event that the City Council designates more than ten holidays in a given fiscal year, EMPLOYEE shall only be entitled to the number of floating holidays needed in order to bring his total number of holidays per year to thirteen. (For example, if the CITY observes one holiday in addition to those designated above, then EMPLOYEE shall only be eligible for two floating holidays.)

Floating holidays shall be taken at EMPLOYEE's discretion with the approval of the City Manager. Permission to take the floating holiday will not be unreasonably withheld. The floating holiday must be taken prior to the ending of the applicable fiscal year; it may not be carried over to the following fiscal year. Use of the floating holiday leave shall be limited to a minimum of one (1) hour increments.

(e) Bereavement Leave. EMPLOYEE shall be entitled up to three (3) working days paid bereavement leave due to the death of EMPLOYEE's spouse, parent, brother, sister, child, grandchild, grandparent, aunt or uncle, or any person related in such capacity to the EMPLOYEE's spouse with approval from the City Manager. For purposes of compliance with Government Code section 12945.7, Employee shall be entitled to two additional days of bereavement leave (totaling five days), which will be unpaid unless Employee elects to use accrued vacation, sick, administrative, or floating holiday leave for pay on these days.

(f) Personal Leave. EMPLOYEE may use up to three (3) 100% sick leave days per fiscal year for personal business with prior City Manager approval.

(g) Leave without pay. A conditional leave may be granted without pay not to exceed one month with the approval of the City Manager. The City Council may grant a conditional leave without pay not to exceed one year.

(h) Family Care Leave. Leave shall be in accordance with all applicable state and federal statutes and regulations, including but not limited to the Family and Medical Leave Act ("FMLA") and California Family Rights Act ("CFRA").

### 6.3 Retirement.

(a) Retirement Plan. EMPLOYEE is believed to be a "new member" as defined by CalPERS. Accordingly, EMPLOYEE shall to be permitted to participate in the CITY's CalPERS Retirement Program for Safety Employees, Tier III ("PEPRA"), which is the 2.7% at 57 formula. Such formula is subject to the following CalPERS contract provisions: (i) highest thirty-six (36) consecutive months compensation; (ii) survivor continuance; (iii) 1959 survivor benefit- third level; (iv) military service credit; (v) 1957 survivor benefit; (vi) CalPERS Health Care; and (vii) 2% annual cost of living adjustment.

(b) Employee Contribution. CITY will pay the employer portion of retirement contribution to CalPERS. EMPLOYEE shall be responsible for the full member contribution for EMPLOYEE's CalPERS retirement plan, currently at fourteen and one-half percent (14.5%) of EMPLOYEE's pre-tax compensation.

6.4 Automobile. EMPLOYEE's duties require that the Chief of Police shall have the exclusive and unrestricted use at all times during employment of a CITY vehicle. CITY shall provide all attendant operating and maintenance expenses and insurance. EMPLOYEE shall be governed by any and all CITY policies regarding the use of CITY vehicles.

6.5 Medical, Dental, Vision, and Life Insurance. The CITY shall provide medical, dental, and vision insurance to EMPLOYEE and his dependents in any City-approved CalPERS Health Plan at no cost to EMPLOYEE. In the event of dual insurance coverage through

a non-CITY sponsored plan, EMPLOYEE and his dependents shall become ineligible for the benefits in this Section 6.5. In the event EMPLOYEE elects to "opt out" of medical insurance coverage and can show evidence of medical insurance coverage elsewhere, he shall be eligible to receive \$500 per month in lieu of insurance coverage for all months for which he opts out. If EMPLOYEE elects to cancel CITY health insurance coverage for himself and all eligible family members, then he must provide proof of other coverage. In such case, EMPLOYEE must sign a document stating his desire to waive CITY health insurance coverage, thereby also waiving any liability to the CITY for his decision to cease said coverage. The CITY shall provide a life insurance policy (for EMPLOYEE only) in the amount of one hundred thousand dollars (\$100,000).

6.6 Uniforms Allowance. EMPLOYEE shall receive the amount of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) per year as uniform allowance (\$104.17 per month). Payment of the uniform allowance will be paid equally between the first two pay periods each month.

6.7 Technology Allowance. EMPLOYEE shall be provided a technology allowance of one hundred dollars (\$100.00) per month so that EMPLOYEE may be available for immediate communications with the City Manager for CITY business. The CITY shall not be liable for any expenses or taxes beyond the allowance.

6.8 Education.

(a) Tuition Reimbursement. EMPLOYEE will be reimbursed up to seventy-five percent (75%) of tuition fees equal or equivalent to those of the California State University System. Educational programs must be job-related. EMPLOYEE's completion of a job-related Master's or graduate degree shall be eligible for reimbursement, subject to the requirements of this Section 6.8(a). Approval must be requested from the City Manager prior to enrollment in order to qualify for the reimbursement. Excess tuition fees shall be paid by EMPLOYEE. Educational institutions must be an accredited two-year college or four-year college or university. Reimbursement shall take place after successful completion of the course and receiving a grade of "C" or better. This reimbursement shall not be considered special compensation as defined in Section 571 of the California Code of Regulations.

(b) POST Management Certificate Requirement. EMPLOYEE must maintain a POST Management Certificate through the duration of his service as Chief of Police.

6.9 Jury Duty. If EMPLOYEE is summoned to jury duty, he shall receive his regular pay up to forty (40) hours annually. In the event EMPLOYEE receives any reimbursement from the court, such reimbursement shall be reimbursed to the CITY, excluding mileage received for said jury duty.

6.10 Deferred Compensation. EMPLOYEE shall be eligible to participate in the CITY's deferred compensation plan, with no contribution made by the CITY.

7.0 INDEMNIFICATION

To the extent mandated by the California Government Code, the CITY shall defend, hold harmless, and indemnify EMPLOYEE against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of EMPLOYEE's services under this AGREEMENT. This section shall not apply to any intentional tort or crime committed by EMPLOYEE, to any action outside the course and scope of EMPLOYEE's employment, or any other intentional or malicious conduct or gross negligence of EMPLOYEE.

## **8.0 OTHER TERMS- CONDITIONS OF EMPLOYMENT**

The City Manager, in consultation with EMPLOYEE, shall establish any such other terms and conditions of employment as he or she may determine from time to time, provided such terms and conditions do not exceed the maximum salary and benefits approved by the City Council for all department heads and are reduced to writing by means of a formal amendment hereto and signed by EMPLOYEE and the City Manager.

## **9.0 GENERAL PROVISIONS**

9.1 Entire AGREEMENT. This AGREEMENT represents the entire AGREEMENT and understanding between the Parties and supersedes any and all other agreements and understandings, either oral or in writing, between the Parties with respect to EMPLOYEE's employment by the CITY and contains all of the covenants and agreements between the Parties with respect to such employment. No ordinances or resolutions of CITY governing employment, including the Civil Service System, shall apply unless specified herein. Each Party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, which are not embodied herein, and that no other agreement, statement or promises not contained in this AGREEMENT shall be valid or binding upon either Party.

9.2 Amendment. This AGREEMENT may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Council approval, except where City Manager approval is expressly authorized herein.

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

To CITY:

City Manager  
City of Bell  
6330 Pine Ave.  
Bell, California 90201

To Chief of Police:

Damian A. Velasco  
[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this AGREEMENT, EMPLOYEE shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of EMPLOYEE's duties under this AGREEMENT. EMPLOYEE shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1126 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this AGREEMENT by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each Party hereto.

9.8 Government Code §§ 53243 - 53243.4. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to provide greater transparency in local government and institute certain limitations on compensation paid to local government executives. These statutes also require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this AGREEMENT and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this AGREEMENT:

§53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

§53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.

§53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

§53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.

§53243.4. "Abuse of office or position" defined.

EMPLOYEE represents that EMPLOYEE has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to EMPLOYEE, including that EMPLOYEE agrees that any cash settlement or severance related to a termination that EMPLOYEE may receive from the CITY shall be fully reimbursed to the local agency if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE's office or position.

9.9 Independent Legal Advice. The CITY and EMPLOYEE represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this AGREEMENT, or had the opportunity to do so, and the CITY and EMPLOYEE further represent and warrant that each has carefully reviewed this entire AGREEMENT and that each and every term thereof is understood and that the terms of this AGREEMENT are contractual and not a mere recital. This AGREEMENT shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

**{SIGNATURES ON FOLLOWING PAGE}**

IN WITNESS WHEREOF, the City of Bell has caused this AGREEMENT to be signed and executed on its behalf by its City Manager, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this AGREEMENT, all in triplicate.

CITY OF BELL

  
Michael L. Antwine II, City Manager


ATTEST:

  
Angela Bustamante, City Clerk

APPROVED AS TO FORM:

  
David J. Aleshire, City Attorney

CHIEF OF POLICE

  
Damian A. Velasco