

INTERIM POLICE CHIEF AGREEMENT

This INTERIM POLICE CHIEF AGREEMENT ("Agreement") is entered into this 31st day of October, 2011, by and between the CITY OF BELL ("City"), a California charter city and municipal corporation, and STEVEN R. BELCHER ("Belcher"), an individual.

RECITALS

WHEREAS, the City desires to retain Belcher to serve in the position of Interim Police Chief for the City of Bell, California, and Belcher desires to perform and assume responsibility for the provisions of professional services to the City as Interim Police Chief to temporarily fill the position of the Police Chief, which position is prescribed by state law and the City's Municipal Code;

WHEREAS, the parties wish to have Belcher perform the services of Interim Police Chief, while the City conducts its recruitment for a permanent Police Chief, and will terminate such services upon the City's recruitment of a permanent Police Chief; and

WHEREAS, the City desires to establish the terms and conditions of Belcher's services to the City through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Belcher hereby agree as follows:

AGREEMENT

1.0 DUTIES

1.1 Duties. City hereby employs Belcher beginning on October 26, 2011, to serve as the Interim Police Chief of the City. As Interim Police Chief, Belcher shall perform the functions and duties of police chief, City's Charter and Municipal Code and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Chief Administrative Officer shall, from time-to-time, direct or assign. Belcher shall devote his best efforts and full-time attention to performance of these duties.

1.2 Work Schedule. It is recognized that Belcher 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. Belcher acknowledges that proper performance of the duties of the Interim Police Chief will require the Interim Police Chief to generally observe normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, as set by the City and may be duly revised from time-to-time and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the City will permit Belcher such reasonable "time off" as is customary for exempt employees of the City so long as the time off does not interfere with normal business. Accordingly, although Belcher's duties may require in excess of forty hours per week, Belcher shall not be entitled to additional compensation for such extra time.

1.3 Employment Status. Belcher shall serve at the will and pleasure of the Chief Administrative Officer subject to approval by the City Council, understands that he is a retired CalPERS annuitant, and is subject to summary dismissal in accordance with the provisions of the Public Safety Officers Procedural Bill of Rights Act, California Government Code Section 3304(c). Belcher expressly agrees that the City may terminate this contract with Belcher at any time, as set forth in Section 2.2 below.

1.4 City Documents. All data, studies, reports and other documents prepared by Belcher 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 Belcher in connection with the performance of this Agreement shall be held confidential by Belcher to the extent permitted by applicable law. Such materials shall not, without the prior written consent of the City Council, be used by Belcher for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

2.0 TERM

2.1 Term. To enable Belcher to continue receiving employment and other benefits pursuant to the California Public Employees Retirement System ("PERS"), the term of this Agreement shall in no event be in an amount of hours greater than that allowed pursuant to California Government Code Section 21221, which limits Belcher to working no more than 960 hours per fiscal year unless an extension is granted prior to the expiration of the 960 hour period. Belcher shall keep a log of his daily work start and stop times for purposes of hours accounting to ensure compliance with California Government Code Section 21221. Belcher represents and warrants that his execution of this Agreement with a commencement date of October 26, 2011 will not cause a violation of the limitations of Government Code Section 21221 for fiscal year 2011-2012. Moreover, the City and Belcher agree that this Agreement shall terminate no later than April 30, 2012; provided that:

(a) If the City Council appoints a permanent Police Chief before April 30, 2012, Belcher's services shall terminate within such time thereafter as the parties shall agree upon in writing.

(b) If the City Council does not appoint a permanent Police Chief prior to April 30, 2012, the term herein may be extended for so long as is required for the City Council to identify and appoint a permanent Police Chief if timely approval of such extension is obtained from PERS pursuant to Government Code section 21221(h), as such extension would cause Belcher's services hereunder to exceed a total of 960 hours in fiscal year 2011-2012. Should an extension be desired, the City and Belcher shall cooperate to take any necessary action to secure such approval from PERS.

2.2 Termination by City or Belcher. The City Council may terminate this Agreement at any time consistent with the provisions of the Public Safety Officers Procedural Bill of Rights Act, California Government Code Section 3304(c). Additionally, Belcher may

terminate this Agreement at any time, provided he provides City Council with at least two (2) weeks' advance written notice prior to the effective date of termination, unless a shorter period is acceptable to the City Council. Belcher expressly agrees that he shall not be entitled to any severance pay as the result of the termination of this Agreement for any reason whatsoever.

3.0 COMPENSATION AND REIMBURSEMENT

3.1 Compensation. For the services rendered pursuant to this Agreement, Belcher shall be compensated Thirteen Thousand Five Hundred Dollars (\$13,000.00) per month, beginning the October 26, 2011 which shall be paid in installments at the same time that other City employees are paid, with the understanding that Belcher shall be solely responsible for the payment of all taxes and similar matters himself. For any hours worked that are a fraction of a whole month, Belcher shall be compensated at the rate of \$77.88 per hour. Such amounts shall be Belcher's sole compensation for his services under this Agreement. Belcher is not entitled to additional compensation for attendance at meetings outside of normal business hours, including, but not necessarily limited to, City Council and Commission regular and special meetings and workshops. The parties understand and hereby agree that Belcher shall not be entitled to the benefits provided by the City to its employees, including but not limited to, paid vacation, medical insurance, dental insurance, life insurance, deferred compensation, disability insurance, PERS benefits, PARS benefits, unemployment insurance or retirement. Belcher shall not be subject to the City's Civil Service Rules and Regulations.

3.2 Reimbursable Expenses. City acknowledges that occasional travel outside of the City may be required of Belcher to tend to City business; and that participation by Belcher in professional meetings and conferences is in the interest of City. If Belcher attends conferences or travels out of town for City business, the City shall reimburse Belcher for the reasonable non-personal business expenses incurred during performance of the aforementioned work, including mileage at the IRS reimbursement rate, provided written documentation of all expenses are provided by Belcher pursuant to the established policies and customary practices of the City. Business travel that will exceed more than one night lodging will be approved in advance by the Mayor and the City Council shall be notified of such approval.

4.0 CONDITIONS OF BELCHER'S SERVICES

4.1 Conflicts Prohibited. During the term of this Agreement, Belcher 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 Belcher's duties under this Agreement.

4.2 Relationship of Parties. Belcher agrees and understands that the work/services performed under this Agreement are performed as a retired CalPERS annuitant and Belcher acquires none of the rights, privileges, powers or advantages of regular City employees.

4.3 Automobile. Belcher shall be provided with use of a City vehicle use while on duty and serving in the capacity of Interim Chief of Police.

5.0 BONDS AND INDEMNIFICATION

5.1 Indemnification. City shall defend, hold harmless and indemnify Belcher 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 Belcher's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Belcher, to any action outside the course and scope of the services provided by Belcher under this Agreement, or any other intentional or malicious conduct or gross negligence of Belcher.

5.2 Bonds. City shall bear the full cost of any fidelity or other bonds which may be required in the performance of Belcher's services under this Agreement.

6.0 GENERAL PROVISIONS

6.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, either oral or in writing, between the parties with respect to Belcher's contract by City and contains all of the covenants and agreements between the parties with respect to the services provided by Belcher under this Agreement. 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.

6.2 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:

Chief Administrative Officer
City of Bell
6330 Pine Ave
Bell, California 90201

To Belcher:

Steven R. Belcher
116 Crestview Terrance
Santa Cruz, CA 95060-3303

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.

6.3 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.

6.4 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.

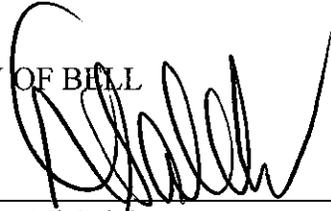
6.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution.

6.6 Independent Legal Advice. City and Belcher 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 and, City and Belcher 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.

IN WITNESS WHEREOF, the City of Bell has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Belcher has signed and executed this Agreement, the day and year below written.

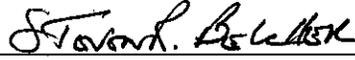
[SIGNATURES ON FOLLOWING PAGE]

CITY OF BELL



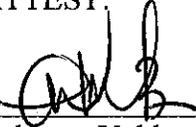
Mayor Ali Saleh

INTERIM POLICE CHIEF



Steven R. Belcher

ATTEST:



Rebecca Valdez, City Clerk

APPROVED AS TO FORM



David J. Aleshire, City Attorney