

**CITY OF BELL
EMPLOYMENT AGREEMENT
For the Position of
CHIEF ADMINISTRATIVE OFFICER
and sometimes referred to as CITY MANAGER**

This EMPLOYMENT AGREEMENT ("Agreement") is entered into this 1st day of June, 2012, by and between the CITY OF BELL ("City"), a California charter city and municipal corporation, and DOUGLAS WILLMORE ("Employee"), an individual.

RECITALS

WHEREAS, it is the desire of the City Council of the City of Bell (hereinafter the "City Council") to employ an individual to serve in the position of Chief Administrative Officer ("CAO") for the City of Bell, California, which position is prescribed by state law and the City's Charter and Municipal Code; and

WHEREAS, it is the desire of the City Council to (i) secure and retain the services of Employee after having conducted a competitive selection process, (ii) have Employee perform all of the regular functions of the CAO pursuant to the City's Charter and the codes and regulations of City, (iii) to provide inducement to Employee to maintain such employment, and (iv) to establish the terms and conditions of Employee's services to the City through this Agreement; and

WHEREAS, Employee has the skills and expertise to fulfill such position and desires to accept employment from the City.

WHEREAS, it is the intent of City to employ Employee on an interim basis while his performance is being evaluated.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, including the Recitals which are made a part hereof, City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as Chief Administrative Officer for the City to perform the functions and duties of that position, as described in the City Charter and Municipal Code Chapter 2.08, and to perform such other duties and functions as the City Council shall from time to time assign. Employee further agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.

1.2 Laws Affecting Title. Pursuant to the City's Charter, the chief executive officer of City is referred to as the Chief Administrative Officer ("CAO"). The CAO may also be referred to as a "City Manager" hereunder. The employee shall have the same powers, rights and responsibilities as a Chief Executive Officer, City Administrator and/or City Manager as those

terms are used in local, state or federal laws, except as otherwise provided by the City's Charter or any ordinance or regulation of City not preempted by State or federal law.

1.3 Duties & Authority.

(a) *Chief Executive Officer.* The Employee shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.

(b) *Duties at Law.* The Employee shall perform all of the duties of the CAO as set forth in the City's Charter and Municipal Code, the California Government Code, and City policies and procedures approved by the City Council, as may be provided from time to time.

(c) *City-Related Entities.* The City Council may also designate the Employee as the chief executive of other City-related legal entities. Such other legal entities could include housing authority, financing authorities, and joint powers authorities.

(d) *Administer Policies of Council.* The Employee shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.

(e) *Powers.* To accomplish this, the Employee shall have the power and shall be required to:

- (1) Attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council. The Employee shall receive notice of all regular and special meetings of the City Council.
- (2) Appoint, and may promote, demote, suspend or remove, all department heads, officers and employees of the City except elective officers and those department heads, officers and employees the power of whose appointment is vested by this Charter in the City Council. The Chief Administrative Officer may authorize the head of any department or office to appoint or remove subordinates in such department or office. In case of the appointment or removal of any department head, the Chief Administrative Officer shall first review such appointment or removal with the City Council and obtain its approval.
- (3) Direct the work of all appointive City officers and departments that are the concern and responsibility of the City Council, except those that are directly appointed by or report directly to the City Council. The Employee may undertake any study or investigation the Employee believes is necessary or desirable and shall make any study or investigation the City Council directs. The Employee shall endeavor to implement changes that the Employee believes will result in greater efficiency, economy, or improved public service in the administration of City affairs.

- (4) Prepare the budget, submit it to the City Council, and be responsible for its administration after its adoption. Prepare and submit to the City Council as of the end of each fiscal year, a complete report on the finances and administrative activities to the City for the preceding fiscal year. Keep the City Council advised of the financial condition and future needs of the City and make such recommendations as may seem desirable.
- (5) Establish a centralized purchasing system for all City offices, departments and agencies. Prepare rules and regulations governing the contracting for purchasing, inspection, storing, inventory, distribution and disposal of all supplies, material and equipment required by ordinance, and administer and enforce the same after adoption.
- (6) Recommend to the City Council from time to time, adoption of such measures as the Employee may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services.
- (7) Conduct research in administrative practices in order to bring about greater efficiency and economy in City government, and develop and recommend to the City Council long-range plans to improve City operations and prepare for future City growth and development.
- (8) Exercise control of all administrative offices and departments of the City and of all appointive officers and employees except those directly appointed by the City Council and prescribe such general rules and regulations as deemed necessary or proper for the general conduct of the administrative offices and departments of the City under jurisdiction of the Chief Administrative Officer.
- (9) Exercise control of City government in emergencies as authorized by the Municipal Code and California law.
- (10) See that the laws of the State pertaining to the City, the provisions of this Charter and the ordinances, franchises and rights of the City are enforced.

(f) *Other Duties.* The City Council, in consultation with Employee, shall establish any such other terms and conditions of employment as it may determine from time to time, provided such terms and conditions are reduced to writing and signed by Employee and the City Council.

1.4 Work Schedule. Employee is an exempt employee but is expected to engage in the hours of work that are necessary to fulfill the obligations of the position. The Employee does not have set hours at work and Employee acknowledges that proper performance of the duties of

the position will often require the performance of necessary services outside of normal business hours. Employee shall spend sufficient hours on site to perform the duties of the position; however Employee has discretion over their work schedule and location. However, the City intends that reasonable time off be permitted to Employee, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked and Employee shall not be entitled to any compensation for overtime.

1.5 Other Activities.

(a) *Limited Outside Activity.* Employee shall focus his or her professional time, ability, and attention to City business during the term of this Agreement. Employee shall not spend significant time in teaching, counseling, or other non-employer connected business activities without prior approval of the City Council.

(b) *No Interference with City Duties.* Employee shall not engage, without the express prior written consent of the City Council, 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 Employee's duties as CAO.

1.6 Employment Status. Employee shall serve at the will and pleasure of the City Council under this Agreement and understands he is an "at-will" employee serving at the pleasure of City Council and subject to termination by the City at any time, as set forth in Section 4.3 below.

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. Such materials shall not, without the prior written consent of the City Council, be used by Employee 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.

1.8 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

2.0 ROLE OF CITY COUNCIL

2.1 Policies. The City Council sets policy for the governance and administration of the City, and it implements its policies through the CAO. The City Council will work with the Employee and staff on setting goals and priorities for the City government, and to work on issues that may inhibit the achievement of City goals. Employee shall maintain active communications

with all Councilmembers making sure they are informed and shall work equally with all Councilmembers.

2.2 Power to Appoint/Remove. The power of the Employee to appoint or remove officers or employees of City under the supervision and control of the Employee is subject to the provisions of Section 604(a) of the Charter providing that the appointment or removal of any Department Head must first be reviewed with and approved by the City Council, as restated in Section 1.3(e)(2).

3.0 COMPENSATION AND REIMBURSEMENT

3.1 Compensation. For the services rendered pursuant to this Agreement, Employee shall be compensated One Hundred Seventy Five Thousand Dollars (\$175,000.00) annually ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

3.2 Cost of Living Increase. City agrees to provide a cost of living adjustment in Employee's base salary equal to and at the same time as other Department Heads of the City. In the event other Department Heads do not receive a uniform increase, the increase provided shall be equal to the average amount of the increase received by Department Heads (on a percentage basis). This increase will not include merit increases received by Department Heads, but only cost of living increases. Any increase may be deferred pursuant to Section 3.3

3.3 Annual Salary Review. The City Council and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 6.2. Following the annual performance review, the City may increase the Employee's salary. Any action to approve an increase must be approved by a majority vote of the Council at a public meeting. The City Council and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.

3.4 Automobile Allowance. Employee's duties require the extensive use of an automobile in the normal course of business. At the option of City, (i) City shall purchase and provide Employee with the exclusive and unrestricted use of a suitable automobile during the time of Employee's employment with City responsible for the full cost of maintenance, operation, insurance, repair, and appropriate replacement, and with providing comprehensive general liability and property damage insurance for said vehicle, or (ii) Employee will receive an automobile allowance of Three Hundred Fifty Dollars (\$350.00) monthly to be paid when the other Department Heads receive their automobile allowances, but in such case, Employee shall be responsible for the full cost of all maintenance, operation, insurance and repair costs. [City has selected allowance option]

3.5 Cell Phone Allowance. Employee shall maintain a mobile phone for immediate communications with Councilmembers and staff and shall be given a monthly allowance of \$100.00 for reimbursement for the cost of the phone and monthly charges. City shall not be liable for any expenses beyond the allowance.

3.6 Bonding. City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

3.7 No Singular Reduction of Benefits. City shall not during the term of this Agreement reduce the base salary or other financial benefits of Employee, except to the degree that such reduction is applied across-the-board to all Department Heads, or as agreed to by the Employee, and/or except to the extent that they are inconsistent with the provisions hereof, in which case the provisions hereof shall govern.

4.0 TERM

4.1 Commencement & Effective Date. Employee shall commence his services hereunder on June 1, 2012.

4.2 Term.

(a) The term of this Agreement will be for three (3) years following the effective date specified at Section 4.1 and, thereafter, this Agreement may be extended for such additional term as the City Council and Employee deem appropriate, as evidenced by a writing signed by both parties. City agrees that in the last year of the Agreement, the annual evaluation will be performed at least six (6) months prior to the expiration of the term, and the Agreement may be extended for one or more years at that time.

4.3 Termination by City Council or Employee. The nature of Employee's employment is that he is an at-will employee with no property right in his employment, and is subject to termination without cause, and without notice or hearing. Accordingly, the City Council may terminate this Agreement at any time with or without cause and without prior notice or hearing. Employee may terminate this Agreement at any time after three (3) years following commencement of services, with or without cause, upon at least thirty (30) days' written notice before the effective date of termination of the Agreement, unless a shorter period is acceptable to the City.

4.4 Definition of Cause. For the purposes of this Agreement, "cause" for termination shall include, but not be limited to, the following: theft or attempted theft; significant financial mismanagement; abuse of office or position (Government Code Section 53243.4); dishonesty; willful or persistent material breach of duties; unauthorized or excessive absences; abuse of non-prescription drugs or alcohol materially affecting duties; engaging in unlawful discrimination or harassment of employees or any third parties being charged or convicted of a felony, engaging in conduct tending to bring embarrassment or disrepute to the City; or similarly serious matters.

4.5 Waiver of Certain Termination Rights. Employee expressly waives any rights provided under the City's Personnel System or Policies, and any rights provided to the CAO under the Bell Charter or Municipal Code or under State or Federal law to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination, except those rights Employee may have under the California or Federal Constitutions to a name-clearing hearing and the right to receive severance under Article 5.0. Pursuant to this Section 4.5, the provisions of Articles 4 and 5 shall supersede Bell Municipal Code Section 2.08.050 and Charter Section 607.

4.6 Employee Acknowledgement At-Will. Employee has sued a prior municipal employer alleging that the employer “by its words and conduct made it reasonable for plaintiff to believe that he would only be discharged for good cause.” The basis of this allegation included the City’s personnel policies and practices, his positive evaluations, his length of service, the receipt of raises, and assurances by “agents and managerial level employees.” Notwithstanding that Employee has used such matters to argue his employment was not at-will, Employee hereby expressly acknowledges and accepts that this Agreement is at-will, and subject only to the terms hereof; that Employee accepts employment subject to such terms; and Employee will be estopped from arguing that any conduct by employer during the term of the Agreement will convert it to a “for-cause” contract, other than through an express amendment.

4.7 Administrative Leave. Employer may place Employee on Administrative Leave with full pay and benefits at any time during the term of this Agreement. However, if the purpose of placing Employee on Administrative Leave With Pay is to conduct an investigation into potential wrongdoing, and after that investigation, Employee is convicted of a crime involving abuse of his/her office or position, then pursuant to Government Code Section 53243, Employee shall be required to fully reimburse City for any salary or benefits received while on Administrative Leave With Pay. “Abuse of office or position” shall be as defined in Government Code Section 53243.4, as may be amended. Reimbursement shall occur within thirty (30) days of Employer’s written demand therefore or such longer period as Employer may approve.

5.0 SEVERANCE

5.1 Severance. Employee shall have the severance rights provided herein. The severance rights provided in this Article 5.0 shall constitute the sole and only entitlement of Employee in the event of termination, and Employee expressly waives any and all other rights except as provided herein.

(a) *Termination With Cause.* If the City Council terminates the Employee with cause, as defined in Section 4.4, the City shall not be required to make the severance payment provided herein.

(b) *Termination Without Cause.* If pursuant to Section 4.3 the City Council terminates the Employee without cause, before the expiration of the aforesaid term of employment, the City shall give Employee a lump sum cash payment equal to (i) three months base salary if termination occurs during the first year of employment, (ii) six months base salary if termination occurs after the first year of employment (without benefits) except as provided in Subsection (d) below. Such severance payment shall be for salary only pursuant to Section 5.2.

(c) *Termination Without Cause in the Ninety Days Following an Election.* In accordance with Charter Section 607, no termination shall be permitted without cause during the ninety (90) days before or after a municipal election.

(d) *Application of Government Code Section 53260.* Government Code Section 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. The severance payments provided for in this Article 5.0 are limited by this provision [(e.g. if termination occurred 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 Section 5.1(b))].

(e) *No Severance Pay if Termination Initiated by Employee.* Employee expressly agrees that he shall not be entitled to any severance payment as the result of the termination of this Agreement if such termination is initiated by Employee.

5.2 Benefits at Severance. Employee shall also be entitled to the final pay rate for all vacation but no other leave time accrued as of his final date of termination. There is no accrual of benefits during the period of the severance payment.

5.3 Payment. Half of the severance payment shall be paid within ten (10) days of termination. The remainder shall be paid monthly following ninety (90) days following the date of separation.

5.4 Repayment of Severance. Pursuant to Government Code Section 53243.4, if Employee is later convicted of a crime involving abuse of office or position, then any severance paid under this Article 5 shall be returned by Employee to Employer within thirty (30) days of Employer's written demand therefore or such longer period as Employer may agree to.

6.0 PERFORMANCE EVALUATIONS.

6.1 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 City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.6 above), nor shall this Section 6.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

6.2 Annual Evaluation. The City Council shall conduct a review and evaluate the performance of Employee on an annual basis. In the first year or thereafter if desired by the parties, additional evaluations may be performed. The review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and Employee. The evaluation shall be predicated on such criteria, as well as any other deemed appropriate by the City Council, provided it is communicated in writing to Employee. Thereafter, the City Council shall provide Employee with a written summary statement of the performance evaluation and shall provide an opportunity for Employee to discuss the contents thereof with him for the purpose of improving the overall effectiveness of Employee in his position, including an opportunity for Employee to comment on the evaluation should Employee so elect. Such review and evaluation shall be conducted concurrently with the annual salary review provided for in Section 3.3 above.

6.3 Goals and Objectives. Annually, the City Council and the Employee shall define goals and performance objectives that they determine are necessary for the proper operation of the City and, in the attainment of the City Council's policy objectives, shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be

reduced to writing. The goals and objectives shall be generally obtainable within the time limitations as specified and the annual operating and capital budgets and appropriations as provided.

7.0 BENEFITS AND OTHER COMPENSATION.

7.1 Vacation and Sick Leave. Commencing with the effective date of this Agreement, Employee shall accrue on a monthly basis the vacation, sick leave, holiday and other benefits as provided herein. Employee shall be credited upon the effective date of this Agreement with one 160 hours (20 days) vacation time and 80 hours (10 days) sick leave.

(a) Vacation may only be accrued to a maximum of 200 hours (25 days) per year earned bi-weekly. The Employee will be allowed to cash out up to 80 hours (10 days) of vacation annually, but the accrual shall not exceed 320 hours (40 days) maximum. The City Council may approve going above the maximum amount, if it is deemed to be in the best interest of the City of Bell.

(b) Sick leave may only be accrued to a maximum of 96 hours (12 days) per year, earned bi-weekly, to a maximum of 480 hours (60 days). No cash out is permitted of sick leave. The City Council may approve going above the maximum amount, if it is deemed to be in the best interest of the City.

7.2 Health and Life Insurance. City agrees to put into force and to make such premium payments for Employee for insurance policies for life, accident, sickness, dental, vision, short and long-term disability income benefits, major medical and dependents' coverage group insurance covering Employee and his dependents to the same level as the other Management Employees receive. These policies are all currently under negotiation with the City's represented units.

7.3 Medical Insurance. City agrees to provide hospitalization, surgical and comprehensive medical insurance for Employee and his dependents to the same level as other Management Employees receive. The City agrees to pay for such premiums. These policies are all currently under negotiation with the City's represented units.

7.4 Physical Exam. Employee agrees to submit once per calendar year to a complete physical examination by a qualified physician of his choice, the cost of which will be paid by the City. City shall receive a copy of all medical reports related to said examination. Employee shall execute a written authorization to the physician for release of such information to City.

7.5 Other Benefits. City agrees to give the Employee all other benefits that are given to other Department Heads generally.

7.6 Retirement: Employee shall be in the CALPERS system and pay 100% of the employee contribution. The current Plan is 2.7% at 55 although City is negotiating with represented employees to change the Plan to 2% at 60.

8.0 OTHER TERMS – CONDITIONS OF EMPLOYMENT

8.1 Civic Club Membership. City recognizes the desirability of representation in and before local civic and other organizations. Employee is therefore authorized to become a member of such civic clubs or organizations for which City shall pay dues and meals for meeting attendance. Employee is responsible for other related expenses such as fines, trips and contributions.

8.2 Dues, Subscriptions and License Fees. City agrees to pay for the professional dues and subscriptions necessary for Employee's continued and full participation in national, state, regional and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City. City also agrees to pay for or reimburse Employee for fees necessary to maintain professional licenses in possession of Employee.

8.3 Professional Development. City agrees to budget and pay travel and subsistence expenses of Employee, subject to the City's travel policy, for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for City including, but not limited to, the annual conferences of the International City Management Association, the League of California Cities City Managers' Department Meeting and other such national, regional, state and local government groups and committees on which Employee serves as a member and which participation benefits City and which are necessary for Employee's continued professional advancement, provided such travel and membership is approved by the City Council.

8.4 City's Employee Reimbursement Policy. Notwithstanding any other provision in this Article 8, all reimbursements shall be subject to and in accordance with California law and the City's adopted Employee Reimbursement Policy as it may be amended from time to time.

9.0 CONFLICTS OF INTEREST.

9.1 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 in any manner, 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 1125 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on the Employee to seek legal advice concerning whether such conflict exists and Employee's obligations arising therefrom.

9.2 Personal Interests. The Employee shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. This section shall not serve to prohibit independent acts or

other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein.

9.3 Broad Application of Conflict Laws. The Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Employee's employment. "Conflict of Interest" as used herein shall be construed broadly including any law relating to ethics or conflicts such as Government Code Section 1090 prohibiting contracts with a financial interest, Government Code Section 1125 prohibiting incompatibility of employment, or any other such law.

9.4 Statements of Economic Interest. The Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

10.0 INDEMNIFICATION

10.1 General. To the full extent of the law as provided by the California Torts Claims Act (Government Code Section 810 et seq.) and the indemnity provisions of this Agreement, City shall defend, indemnify and hold harmless 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. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This section shall not apply to any intentional tort or crime committed by Employee, to any action resulting from fraud, corruption or malice of Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee including as set forth in Section 4.4.

10.2 Defense. Whenever the Employee shall be sued for damages arising out of the performance of the Employee's duties, the City shall provide defense counsel for the Employee in such suit and indemnify the Employee from any judgment rendered against the Employee. Any defense may be subject to a reservation of rights agreement as permitted under State law.

10.3 Survival. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the Employee's capacity as CAO, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the Employee may have under the law.

10.4 Related Entities. In the event that the Employee shall serve as the chief executive of other City-related legal entities, then each provision of this Section shall be equally applicable to each City-related legal entity as though set forth in an indemnity agreement between the Employee and that legal entity.

11.0 GENERAL PROVISIONS

11.1 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 Employee's employment by City, including the Prior Contract, 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 City's Personnel 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, that 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.

11.2 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:

Mayor
City of Bell
Post Office Box 998
Bell, CA 92220

To Employee:

Douglas Willmore

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.

11.3 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.

11.4 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.

11.5 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. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Employee covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles

11.6 Independent Legal Advice. 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. 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.

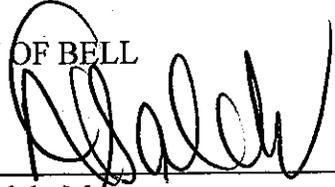
11.7 Assignment. Neither this Agreement, nor any right, privilege, nor obligation of Employee hereunder, shall be assigned or transferred by Employee without the prior written consent of the City. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City, be null and void and may be considered a material breach of this Agreement.

11.8 Severability. If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

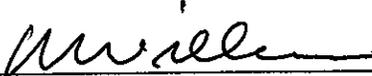
IN WITNESS WHEREOF, the City of Bell has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Employee has signed and executed this Agreement, the day and year below written.

CITY OF BELL



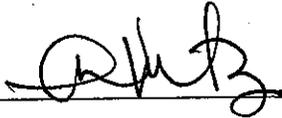
Ali Saleh, Mayor

Employee



Douglas Willmore

ATTEST:



City Clerk

APPROVED AS TO FORM



David J. Aleshire, City Attorney