

**CITY OF BELL  
EMPLOYMENT AGREEMENT  
For the Position of  
CITY MANAGER  
(also referred to as CHIEF ADMINISTRATIVE OFFICER)**

This EMPLOYMENT AGREEMENT ("Agreement") is entered into this 12th day of November, 2015, by and between the CITY OF BELL ("City"), a California charter city and municipal corporation, and Howard W. Brown Jr. ("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") which may also be referred to and known interchangeably also as the City Manager ("City Manager") for the City of Bell, California, which position is prescribed by state law and the City's Charter and Municipal Code; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the office of CAO/City Manager are defined in Section 604 of the City's Charter and Bell Municipal Code Section 2.08.030; 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/City Manager pursuant to the City's Charter and the codes and regulations of City, and (iii) to provide inducement to Employee to maintain such employment; and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as the CAO/City Manager of the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of CAO/City Manager services to the City; and

WHEREAS, the Parties wish to establish the terms and conditions of Employee's provision of CAO/City Manager professional services to the City through this Agreement.

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 City Manager for the City to perform the functions and duties of that position, as described in the City Charter Section 604 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 City Manager is referred to as the "Chief Administrative Officer" ("CAO"). The office of City Manager is also referred to as the CAO under the City of Bell Municipal Code. For purposes of this Agreement, the terms City Manager and CAO shall have the same meaning. Accordingly, 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 and City Manager 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 City Manager 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 City Manager 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 City Manager.

- (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 the City 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. It is recognized that the City Manager 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 City Manager will require 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 will also often require 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 City Manager 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.

#### 1.5 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 City Manager.

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 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 City Manager from the City's Civil Service System was most recently confirmed by City of Bell Resolution No. 2014-31.

1.8 Exclusion from Resolution 2008-05. City Resolution 2008-05 provides certain benefits for unrepresented City employees, including the position of City Manager. This Resolution was drafted and implemented by former corrupt City officials, and the City does not wish for this Resolution to apply to Employee. Employee shall therefore be excluded from Resolution 2008-05 and shall only be entitled to compensation and benefits as expressly provided for in this Agreement.

1.9 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.

1.10 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the FLSA.

1.11 Appointment Contingent Upon Successful Completion of Pre-Employment Screening. Employee's continued appointment to the position of City Manager shall be contingent upon Employee successfully passing the City's pre-employment screening process, including a background examination, Livescan, reference check, and medical examination. In the event that Employee does not successfully complete any of the pre-employment screening measures, then this Agreement shall be null and void in its entirety with no severance payment owing.

## **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 City Manager. 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 Ninety Two Thousand Dollars (\$192,000.00) 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 Relocation Allowance. Within 30 calendar days following the Effective Date of this Agreement, in order to compensate Employee for the cost of relocating in order to serve as City Manager for the City, the City shall reimburse Employee's costs of relocation up to a total of Ten Thousand Dollars (\$10,000.00). Prior to such reimbursement, Employee shall provide to the City receipts or other reasonable proof documenting costs incurred in relocation.

3.3 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 3.4.

3.4 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.

3.5 Automobile Allowance. Employee's duties require the extensive use of an automobile in the normal course of business. 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. Employee shall be responsible for the full cost of all automobile maintenance, operation, insurance and repair costs.

3.6 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.

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

#### 4.0 TERM

4.1 Commencement & Effective Date. Employee shall commence his services hereunder on January 4, 2016 at 8:00 a.m. Pacific Daylight Time, or such other date/time upon which Employee and City Council may mutually agree. In the event Employee commences services on a date other than January 4, 2016, such date shall be deemed the effective date of this AGREEMENT ("Effective Date").

4.2 Term. 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. If at the end of the term of this Agreement the City does not wish to extend the term, the City shall provide Employee 60 days advance written notice of its intent to not extend the term of this Agreement.

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: 1) breach of this Agreement, 2) willful or persistent material breach of duties, 3) résumé fraud or other acts of material dishonesty, 4) unauthorized absence or leave, 5) 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 (the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution of charges brought against Employee), 6) 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, 7) violation of state law or the City's Municipal Code or charter, ordinances, rules, and regulations, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the City, 10) any illegal or unethical act involving personal gain, 11) theft or attempted theft, 12) significant financial mismanagement, 13) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council, and 14) gross misfeasance or gross malfeasance.

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 City Manager or 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 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 with respect to severance pay in the event of the termination, other than for cause or by expiration of the Agreement. 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 "A."

(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, and EMPLOYEE does not challenge such termination, including but not limited to, by means of appeal or civil or administrative claim, then the City shall give Employee severance payments totaling six months base salary (without benefits) in accordance with Section 5.3, except as provided in Subsection (d) below. Such severance payment shall be calculated based on Employee's salary only and not inclusive of the value of any benefits provided to Employee.

(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 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 Section 5.1(b).)

(e) *No Severance Pay if Termination Initiated by Employee or if Agreement Expires.* 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. Employee further agrees that should this agreement expire by its own terms without early termination by Employee or City, then the City shall have no obligation to pay the severance provided for in Section 5.1(c).

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 as provided in Section 5.3 below.

5.3 Payment. Half of the severance payment shall be paid as a lump sum 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 to which Employer may agree as evidenced in writing.

## **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 3.4 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 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. (Vacation leave shall accrue at the rate of 7.69 hours per bi-weekly pay period.) 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 280 hours. Employee will be allowed to cash out up to 80 hours (10 days) of vacation annually, but a minimum of eighty (80) vacation leave hours must be left in the regular vacation bank at time of cash out. 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.

(b) Sick leave may only be accrued to a maximum of 96 hours (12 days) per year, earned bi-weekly. (Sick leave shall accrue at the rate of 3.69 hours per bi-weekly pay period.) Sick leave may only be accrued to a maximum of one hundred ninety two hours (192) hours at which point sick leave accrual will cease until the accrued hours fall below the maximum of 192 hours. 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 not be entitled to cash out any sick leave on the books then existing.

7.2 Holiday Leave. Employee shall be granted the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, and Christmas. If the City Council recognizes an additional holiday for City employees, said holiday shall be extended to Employee.

7.3 Bereavement Leave. In the event of the death of a member of Employee's family, including Employee's spouse, domestic partner, mother, father, brother, sister, child, grandchild, or grandparent or any one of the same relatives of Employee's spouse or domestic partner, Employee shall be entitled up to twenty-four (24) hours for each death of a family member. Bereavement leave must be used and deducted from the total allowed hours in increments of no less than five (5) hours for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours

7.4 Medical, Dental, Vision and Life Insurance. The City shall provide to Employee the same group medical, dental, vision and life insurance plans offered to executive management employees. If changes are made to the current benefits offered to executive management employees, the City will provide to Employee insurance with coverage at the same level and under the same terms as that provided to executive management.

7.5 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.

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

7.7 Retirement: Employee is believed to be a "new member" as defined by CalPERS and as mandated by the Public Employees' Pension Reform Act of 2013. Accordingly, Employee shall be eligible to participate in the City's CalPERS Retirement Program with the 2% at 62 formula and 3 Year Average formula. Employee shall be responsible for the full member contribution for Employee's CalPERS retirement plan.

## **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. The 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.

## **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 1126 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 1126 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 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 including as set forth in Section 4.4.

10.2 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, 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 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.

11.3 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:

Mayor  
City of Bell  
6330 Pine Avenue  
Bell, California 90201

To Employee:

Howard W. Brown Jr.  
[On file with Human Resources Department]

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.

11.4 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.

11.5 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.

11.6 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.

11.7 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. These statutes are incorporated herein by reference. 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

11.8 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

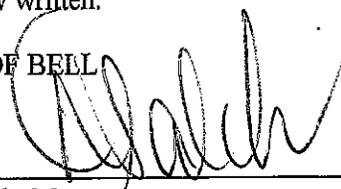
that each has carefully reviewed this entire Agreement, and that each and every term thereof is understood, and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

11.9 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.

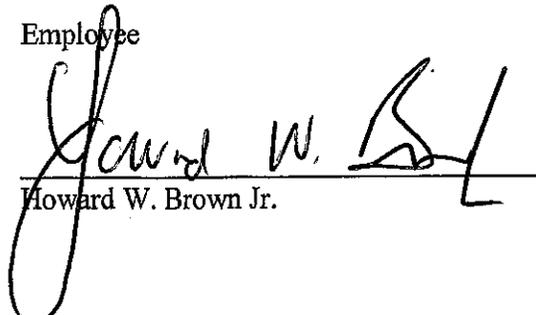
11.10 Severability. If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining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

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.

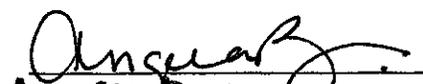
CITY OF BELL

  
\_\_\_\_\_  
Ali Saleh, Mayor

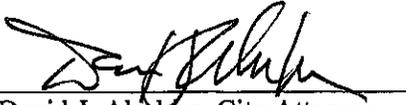
Employee

  
\_\_\_\_\_  
Howard W. Brown Jr.

ATTEST:

  
\_\_\_\_\_  
Angela Bustamante,  
City Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
David J. Aleshire, City Attorney

## EXHIBIT A

### AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

#### 1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Bell, a California charter city and municipal corporation (hereinafter referred to as "THE CITY"), and HOWARD W. BROWN JR., an individual (hereinafter referred to as "EMPLOYEE").

#### 2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will city manager effective on or about January 4, 2016 serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently \_\_\_ years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE separate from employment with THE CITY and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's separation by means of \_\_\_\_\_ as of \_\_\_\_\_; \_\_\_\_\_. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

#### 3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by state, federal or municipal law or THE CONTRACT or any other agreement with THE CITY.

3.2. In exchange for the waivers and releases set forth herein, THE CITY shall cause to be paid to EMPLOYEE an additional compensatory payment as severance pay by means of a lump sum payment of \_\_\_\_\_ and \_\_\_\_\_ cents (\$\_\_\_\_\_.00), as set forth in

THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT. The lump sum payment shall be subject to applicable state and federal withholdings as determined appropriate by THE CITY.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Public Safety Officers Procedural Bill of Right Act, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency. Furthermore, nothing herein shall be interpreted as a release or waiver of the THE CITY's statutory obligations relative to providing defense and indemnification of public employees, if any, including but not limited to Government Code Sections 825-825.6 and Sections 995-996.6.

**4. SPECIFIC ACKNOWLEDGMENT OF WAIVER OF CLAIMS UNDER ADEA AND OWBPA**

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate

with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary.** By entering into this AGREEMENT, EMPLOYEE acknowledges that EMPLOYEE knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that EMPLOYEE has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- (a) This waiver/release is written in a manner understood by EMPLOYEE;
- (b) EMPLOYEE is aware of, and/or has been advised of, EMPLOYEE's rights under the ADEA and OWBPA, and of the legal significance of EMPLOYEE's waiver of any possible claims EMPLOYEE currently may have under the ADEA, OWBPA and/or similar age discrimination laws;
- (c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights EMPLOYEE may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of EMPLOYEE's own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;
- (d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;
- (e) EMPLOYEE has been advised by this writing that EMPLOYEE should consult with an attorney prior to executing this AGREEMENT;
- (f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, EMPLOYEE's counsel of choice or at least had the opportunity to do so; and EMPLOYEE represents by signing this AGREEMENT that EMPLOYEE does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following EMPLOYEE's execution of this AGREEMENT** to revoke the AGREEMENT;
- (h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and
- (i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution of same ("EFFECTIVE DATE").

**5. UNKNOWN CLAIMS**

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

**"General Release--Claims Extinguished"**

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

**6. WAIVER OF ADDITIONAL CLAIMS**

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

**7. REPRESENTATIONS AND WARRANTIES**

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1. Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2. No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3. Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4. Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such

party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5. Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6. Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that EMPLOYEE shall be exclusively liable for the payment of all taxes for which EMPLOYEE is responsible, if any, as a result of EMPLOYEE's receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7. Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during EMPLOYEE's employment. Said services shall be provided as needed by THE CITY at a rate of \$100.00 per hour.

7.8. Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of EMPLOYEE's employment with THE CITY.

7.9. No Pending Claims and/or Actions: EMPLOYEE represents that EMPLOYEE has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that EMPLOYEE will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, EMPLOYEE will request such agency or court to withdraw from the matter forthwith. Nothing herein shall be interpreted as a release or waiver of any workers' compensation claims or in any way

prohibit or prevent EMPLOYEE from participating in any claims or administrative action brought by a state or federal agency.

7.10. Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

## 8. MISCELLANEOUS

8.1. No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2. Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3. Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4. Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5. Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6. Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no

way affect any other term, covenant, condition, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect.

8.7. Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8. Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9. Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given and/or received on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

**As to EMPLOYEE:**

At EMPLOYEE's home address on file with THE CITY.

**As to THE CITY:**

Mayor  
City of Bell  
6330 Pine Avenue  
Bell, California 90201

**IN WITNESS WHEREOF**, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this AGREEMENT, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED: \_\_\_\_\_

EMPLOYEE

By: \_\_\_\_\_  
Howard W. Brown Jr.

THE CITY

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
\_\_\_\_\_, City Attorney

[EMPLOYEE'S ATTORNEY'S LAW FIRM]

By: \_\_\_\_\_  
[Counsel Name]