



CITY OF HUNTINGTON PARK

City Manager's Office
City Council Agenda Report

June 18, 2019

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO EMPLOYMENT AGREEMENT AND RELATED RATIFICATION AND FINAL ACTION FOR CHIEF OF POLICE (PURSUANT TO GOVERNMENT CODE SECTION 53262)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve first amendment to employment agreement extending term to June 30, 2025 with Cosme Lozano to continue serving as Chief of Police; and
2. Authorize City Manager to negotiate final terms and execute the employment agreement.

BACKGROUND

Cosme Lozano has served as Chief of Police since July 2015 with tireless dedication and commitment to the City and residents of Huntington Park. Chief Lozano is a tenured law enforcement professional with over 32 years of service with the Huntington Park Police Department. Over the years, Chief Lozano has served as Community Service Officer, Police (911) Dispatcher, Police Officer, Detective, Sergeant, Lieutenant, Assistant Chief of Police, Interim Chief of Police, Acting City Manager and Chief of Police. He has a strong educational background and decades of policing experience. He holds a Management Certificate from the Commission on Peace Officers Standards and Training (POST), and a Bachelor of Science Degree in Criminal Justice Management from Union Institute and University.

FISCAL IMPACT/FINANCING

There is no additional fiscal impact associated with this agreement. The Chief of Police salary will remain the same and will be funded accordingly in FY 19-20 budget.

CONSIDERATION AND APPROVAL OF FIRST AMENDMENT TO EMPLOYMENT AGREEMENT AND RELATED RATIFICATION AND FINAL ACTION FOR CHIEF OF POLICE (PURSUANT TO GOVERNMENT CODE SECTION 53262)

June 18, 2019

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CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Ricardo Reyes', with a stylized flourish at the end.

RICARDO REYES
City Manager

ATTACHMENT(S)

A. DRAFT First Amendment to Employment Agreement with Cosme Lozano

ATTACHMENT "A"



FIRST AMENDMENT TO CHIEF OF POLICE EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT AGREEMENT (“Agreement”) is entered into this June 18, 2019, by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“City”) and **Cosme Lozano** (hereinafter, “EMPLOYEE”), an individual. For the purposes of this Agreement CITY and EMPLOYEE may be referred to collectively by the capitalized term “Parties.” The capitalized term “Party” may refer to either CITY or EMPLOYEE interchangeably and as reasonably appropriate.

RECITALS

This Agreement is made and entered into with respect to the following facts:

WHEREAS, Employee was employed to serve as Chief of Police for the City;

WHEREAS, on or about July 20, 2015, the Parties executed and entered into that certain agreement titled, Chief of Police Employment Agreement (hereinafter, the “Agreement”) which is attached hereto as Exhibit “A”

WHEREAS, The City requests to extend agreement to June 30, 2025.

NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. Except as otherwise set forth in this First Amendment, the terms of the Agreement shall control. This First Amendment Agreement with the Employment Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment Agreement to be executed the day and year first appearing in this Agreement, above.

SIGNATURE PAGE TO FOLLOW

CITY OF HUNTINGTON PARK:

COSME LOZANO.:

By: _____
Ricardo Reyes
City Manager

By: _____
Cosme Lozano

ATTEST:

Donna G. Schwartz, CMC, City Clerk

APPROVED AS TO FORM:

By: _____

DRAFT

CHIEF OF POLICE EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into this 20th day of July 2015, by and between the CITY OF HUNTINGTON PARK, a municipal corporation (“CITY”) and Cosme Lozano (“EMPLOYEE”), an individual. For purposes of this Agreement, the capitalized term “Parties” shall be a collective reference to both CITY and EMPLOYEE. The capitalized term “Party” may refer to either CITY or EMPLOYEE interchangeably and as reasonably appropriate.

RECITALS

THIS AGREEMENT is made and entered into in consideration of the following:

WHEREAS, CITY desires to engage and employ EMPLOYEE to serve as the Chief of Police of CITY (“Chief of Police”) and EMPLOYEE desires employment as Chief of Police; and

WHEREAS, the City Manager finds that EMPLOYEE possesses the education, training, experience and expertise necessary to perform the duties of Chief of Police; and

WHEREAS, the Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code section 53260, et seq.; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, CITY and EMPLOYEE agree as follows:

1. POSITION, DUTIES AND TERM.

1.1 **POSITION.** EMPLOYEE accepts employment with CITY as its Chief of Police and shall perform all functions, duties and services set forth in Section 1.4 (Duties) of this Agreement, below.

1.2 **EFFECTIVE DATE OF AGREEMENT/TERM.** The effective date of this Agreement shall be July 20, 2015 (hereinafter, the “Effective Date”). This Agreement shall have a term of SIXTY (60) MONTHS commencing from the Effective Date (hereinafter referred to by the capitalized word “Term”). Upon the expiration of the Term, this Agreement shall continue on a month-to-month basis, subject to all of the terms and conditions set forth in this Agreement, until such time as CITY either executes a new agreement with EMPLOYEE or CITY terminates EMPLOYEE employment with CITY.

1.3 EMPLOYMENT WITH CITY “AT-WILL.”

(a) EMPLOYEE employment status with CITY shall be at-will and EMPLOYEE shall serve at the pleasure of the City Council as provided under Government Code Section 36506. EMPLOYEE acknowledges, understands and agrees that EMPLOYEE may not avail himself of any procedures, provisions or protections set forth under CITY’s Employment Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate EMPLOYEE status as an “at-will” employee of CITY or the ability

of the City Council to terminate EMPLOYEE employment at any time for cause or for convenience. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time (including but not limited to Title II, Chapter 3 (Administration – Officers and Employees) of the Huntington Park Municipal Code and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY). CITY's Employment Policies shall not apply to EMPLOYEE in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) EMPLOYEE status as an "at-will" employee of CITY. EMPLOYEE is exempt from CITY's Civil Service regulations, as set forth in Title 2, Chapter 3 of the CITY's Municipal Code.

(b) Except as otherwise provided under Section 6 (Termination) of this Agreement, EMPLOYEE shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate EMPLOYEE employment whether for cause or for convenience.

(c) Nothing in this Agreement shall confer upon EMPLOYEE any right to any property interest in continued employment with CITY.

1.4 **DUTIES.** EMPLOYEE shall serve as the Chief of Police and shall be vested with the powers, duties and responsibilities of the Chief of Police as set forth in the Huntington Park Municipal Code, as the same may be amended or modified from time-to-time by the City Council, the California Code, and City policies and procedures approved by the City Council, as may be provided from time to time. EMPLOYEE performance of his duties shall be subject to the direction of the City Manager and/or the City Council. It is the intent of the Parties that the Chief of Police shall use all reasonable efforts to keep the City Manager fully informed of all significant operations or major undertakings of the Police Department of the CITY. EMPLOYEE shall provide the City Manager with regular status reports on the operations and activities of CITY. EMPLOYEE shall perform such duties as are customary and appropriate to the position of Chief of Police as well as such special duties as may be assigned to Chief of Police from time to time by the City Manager and/or the City Council. Notwithstanding EMPLOYEE duties as Chief of Police, nothing in this Agreement shall be construed to prohibit direct communications between the City Manager and employees of CITY in a manner consistent with CITY's Employment Policies and the laws of the State of California. Notwithstanding the forgoing, it is the expressed intent of the Parties that the EMPLOYEE, as Chief of Police, shall report directly to and shall be supervised by the City Manager.

1.5 **WORK HOURS.** The position of Chief of Police is an exempt position under state and federal wage and hour laws. EMPLOYEE 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. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the Chief of Police's position. The Chief of Police does not have set hours of work as the Chief of Police is expected to be available at all reasonable and relevant times.

1.6 **REGIONAL AND PROFESSIONAL ACTIVITIES.** CITY desires that EMPLOYEE be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing EMPLOYEE with opportunities for the type of professional development that will enhance his ability to serve CITY and perform his duties as Chief of Police. Toward this end, EMPLOYEE may, upon reasonable notice and approval by the City Manager, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of CITY and does not unduly interfere with the performance of EMPLOYEE duties as Chief of Police. CITY agrees to budget and, consistent with that budget, pay for the dues, conference and travel fees, and subscriptions of the Chief of Police necessary for his participation in national, statewide, regional or professional organizations.

1.7 **NON-CITY ACTIVITIES.** In accordance with Government Code Section 1126, during the period of his employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6 (Regional and Professional Activity), whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of EMPLOYEE duties as Chief of Police.

1.8 **REIMBURSEMENT.** CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence and other business expenses incurred by EMPLOYEE in the performance of his duties or in connection with EMPLOYEE participation in those authorized activities referenced under Section 1.6, above. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California or any CITY-adopted reimbursement policies.

1.9 **RESIDENCE.** EMPLOYEE shall not be required to reside within the territorial boundaries of CITY. The foregoing notwithstanding, EMPLOYEE shall maintain a permanent residence within a reasonable distance to CITY so as to permit EMPLOYEE travel to CITY within sixty (60) minutes in the event of CITY emergencies.

2. **COMPENSATION.**

2.1 **BASE SALARY.** Commencing July 1, 2015, EMPLOYEE shall receive a base annual salary of One Hundred Seventy Five Thousand Dollars (\$175,000) per year (hereinafter, the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2015, may be enhanced from time to time by the City Council as provided under Section 2.2 (Performance Review) of this Agreement, below. The Base Salary shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other employees of CITY. EMPLOYEE's salary shall be subject to customary withholding for taxes and other required deductions.

2.2 **PERFORMANCE REVIEW.** Prior to July 1, 2016, the City Council will undertake a job performance review of EMPLOYEE. By July 1st of each succeeding calendar year, the City Council will undertake an annual job performance review of EMPLOYEE. In

connection with such performance review, the City Council may consider any adjustments in EMPLOYEE's compensation. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 6 (Termination).

2.3 **BENEFITS.** In addition to Base Salary, City shall also provide EMPLOYEE with the following benefits:

(a) **Medical insurance, Dental Care and Vision Care.**

(i) **Medical Insurance:** CITY shall contribute the prevailing rate provided to its management staff (Non-Represented Employees) towards a medical insurance policy for EMPLOYEE and his eligible dependents. If EMPLOYEE chooses a medical plan that does not utilize the full amount of the prevailing rate provided by CITY for medical benefits, CITY shall be under no obligation to pay EMPLOYEE the difference between the plan chosen and the prevailing rate. If EMPLOYEE can provide to the Human Resources Department proof of insurance elsewhere (e.g., through a spouse), EMPLOYEE may choose to forego medical insurance coverage through CITY and may instead receive, on a monthly basis, an amount equal to Fifty percent (50%) of the prevailing rate referenced above under Section 2.3 A (i).

(ii) **Dental Insurance:** CITY shall contribute the prevailing rate provided to its management staff (Non-Represented Employees) towards a dental insurance policy for EMPLOYEE and his eligible dependents. If EMPLOYEE provides the Human Resources Department with proof of dental insurance from another source (e.g., through a spouse), EMPLOYEE may choose to forego dental insurance coverage through CITY. If EMPLOYEE chooses to forego his allotment of dental benefits, CITY shall be under no obligation to pay EMPLOYEE any cash sum in lieu of such benefits.

(iii) **Vision Care:** CITY, on a monthly basis, shall contribute the prevailing rate for the Vision Services Plan for EMPLOYEE and his eligible dependents. If EMPLOYEE chooses to forego his allotment of vision benefits, CITY shall be under no obligation to pay EMPLOYEE any cash sum in lieu of such benefits.

(b) **Term Life Insurance.** CITY agrees that during the period of employment it will provide EMPLOYEE with, and pay the annual premiums for, a term life insurance policy in an amount equal to One Hundred Thousand Dollars and No Cents (\$100,000.00). If available, additional coverage may be purchased at the cost of the employees. EMPLOYEE shall nominate the beneficiary under such term life insurance policy.

2.4 **USE OF CITY-OWNED AUTOMOBILE.** EMPLOYEE shall be given exclusive use of an emergency equipped CITY-owned or leased automobile subject to the following restrictions on use: (i) the automobile shall be used primarily for the purpose of commuting to and from work and for the performance of CITY business; (ii) EMPLOYEE will not allow the automobile to be driven by any third party, except by CITY personnel in the

performance of CITY business or in the course of routine vehicle maintenance or repair; (iii) the automobile may not be used for, or in the furtherance of, any unlawful purpose or act or for private commercial gain; (iv) to the fullest extent permitted by law, EMPLOYEE waives and releases CITY from any workers compensation claim which EMPLOYEE may otherwise assert to the extent any injuries suffered by EMPLOYEE while driving the automobile were sustained while EMPLOYEE was using the vehicle for a non-CITY-related purpose (including, but not limited to, personal travel or entertainment or travel in connection with household errands or travel to and from work). EMPLOYEE may not use the vehicle for travel to locations outside of the State of California, without the prior approval of the City Manager. CITY shall be responsible for paying: (i) all premiums for legally required automobile insurance; and (ii) all vehicle maintenance and repair. In accordance with CITY reimbursement policies, EMPLOYEE may claim reimbursement for gasoline expenses to the extent such expenses are incurred in the performance of CITY business.

2.5 **JURY DUTY.** EMPLOYEE will also receive Base Salary and benefits while responding to a jury summons or serving on a jury, up to a maximum of fourteen (14) business days. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.6 **BUSINESS RELATED EQUIPMENT.** CITY shall also provide EMPLOYEE a smart phone for the performance of CITY-related business.

2.7 **UNIFORM ALLOWANCE.** CITY shall provide EMPLOYEE uniform allowance and issued uniform equipment similar to all sworn employees.

2.8 **PARTICIPATION IN ADDITIONAL CITY PROGRAMS.** EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees, including but not limited to, bilingual program, tuition reimbursement program, flex spending account, deferred compensation and credit union.

3. **ILLNESS OR INJURY; DISABILITY AND DEATH.**

3.1 **CESSATION OF WORK DUE TO NON-PERMANENT ILLNESS OR INJURY.** In addition to any right of termination set forth under Section 1.3 (Employment With City "At-Will"), above, CITY reserves also the right to terminate EMPLOYEE employment along with this Agreement if EMPLOYEE ceases to work as a result of illness or injury: (i) which does not arise out of the course of employment; (ii) which does not limit a major life activity within the meaning of California's Fair Employment & Housing Act; and (iii) where the cessation of work continues beyond the longer of the following: a period of four successive weeks beyond EMPLOYEE accrued sick leave; or a period of twenty (20) consecutive days beyond a period of thirty (30) consecutive days of incapacity due to the illness or injury.

3.2 **DISABILITY.** In addition to any right of termination set forth under Section 1.3, above, CITY reserves the right to terminate EMPLOYEE employment along with this Agreement in the event EMPLOYEE becomes physically or mentally unable to perform the Chief of Police's functions and duties with reasonable accommodations and it reasonably appears that such incapacity will last for more than four (4) months. The foregoing notwithstanding, CITY may terminate EMPLOYEE if the disability poses a direct threat to CITY, EMPLOYEE or any other

employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if EMPLOYEE is terminated under this Section of this Agreement.

3.3 **ILLNESS, INJURY OR DISABILITY ARISING OUT OF THE COURSE OF EMPLOYMENT.** In the event EMPLOYEE suffers a physical or mental disability arising out of the course of employment, CITY's ability to terminate EMPLOYEE solely and exclusively on the basis of the illness, injury or disability shall be subject to applicable workers compensation laws for the State of California, the Americans with Disabilities Act (42 U.S.C. Section 12101 et seq.) and the California Fair Employment and Housing Act. Further, EMPLOYEE exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

3.4 **MEDICAL EXAMINATION.** EMPLOYEE agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event a decision must be made under Sections 3.1 through 3.3. CITY and EMPLOYEE shall receive a copy of all medical reports related to the examination.

3.5 **DEATH OF EMPLOYEE.** This Agreement along with EMPLOYEE employment shall terminate automatically upon EMPLOYEE death.

3.6 **COMPENSATION UPON TERMINATION.** Except as otherwise provided under this Agreement, if EMPLOYEE employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay EMPLOYEE all Base Salary, benefits, and compensation due and owing him through the last day actually worked. If termination is caused by EMPLOYEE death, CITY shall provide the compensation and benefits otherwise due EMPLOYEE to EMPLOYEE executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if EMPLOYEE is terminated under the provisions of Section 3.1 through 3.5, above.

4. **VACATION AND OTHER LEAVE.**

4.1 **VACATION LEAVE.** Upon execution of this Agreement, EMPLOYEE shall be paid for all hours of accrued and unused vacation leave prior to this appointment. EMPLOYEE is eligible to accrue vacation leave at a rate of 12.66 hours per month of service. The foregoing notwithstanding, the maximum amount of vacation leave that EMPLOYEE may accrue at any given time shall be capped at Four Hundred (400) hours total. If EMPLOYEE's accrued but unused vacation leave reaches 400 hours total, EMPLOYEE will stop accruing additional vacation leave unless and until the accrued vacation leave falls below 400 hours.

4.2 **HOLIDAYS.** EMPLOYEE shall receive paid holidays in accordance with CITY's current practices as such practices may be amended or modified from time to time by CITY by action of the City Council. Paid holidays will be those approved by CITY by action of the City Council. Unused holiday leave time shall be accumulated and paid to EMPLOYEE in the last pay check in June of each fiscal year.

4.3 **SICK LEAVE.** EMPLOYEE shall accrue sick leave at a rate of eight (8) hours per month, subject to a maximum total accrual of Ninety-Six (96) hours per CITY fiscal year or

prorated portion thereof. Sick leave shall be used by EMPLOYEE only in cases of actual sickness or disability of EMPLOYEE or a member of EMPLOYEE immediate family, including EMPLOYEE dependents. In the last pay period of each fiscal year, one half (50%) of EMPLOYEE's unused, accrued sick leave from that fiscal year (48 hours maximum), shall be cashed out by the CITY at EMPLOYEE's regular rate of pay in effect on June 30th. The remaining one-half (50%) of EMPLOYEE's unused sick leave from the fiscal year (not to exceed forty-eight (48) hours) shall be added to EMPLOYEE's sick leave bank. EMPLOYEE shall be paid the cash out in the month of November of each calendar year. At the time of separation, EMPLOYEE shall be paid fifty percent (50%) of unused accumulated sick leave remaining in Employee's sick leave bank, except where separation occurs pursuant to Section 6.2 (Termination by Employee), below.

5. **RETIREMENT.**

5.1 CITY shall provide retirement insurance in accordance with its contract with the California Public Employees' Retirement System similar to other sworn police personnel. The CITY will pay its share and the EMPLOYEE's entire contribution rate (9%) to the retirement fund during his employment.

6. **TERMINATION.**

6.1 **TERMINATION BY CITY FOR CONVENIENCE.**

(a) Except as otherwise provided under Subsection (b) of this Section below, CITY may terminate EMPLOYEE at any time for convenience and without cause, by providing EMPLOYEE thirty (30) days prior written notice thereof together with the applicable "severance payment" provided for below. In lieu of providing thirty (30) days prior written notice of termination, CITY may place EMPLOYEE on paid administrative leave status during the thirty (30) day notice period or any portion thereof. CITY may dismiss EMPLOYEE notwithstanding anything to the contrary contained in or arising from any Employment Policies or past CITY practices relating to the employment, discipline, or termination of its employees. The "severance payment shall be an amount equal to twelve (12) months base salary, less any and all applicable or legally required deductions. EMPLOYEE shall also receive all applicable accrued vacation and/or sick leave and administrative/personal leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260 and any such sums shall be deducted from the "severance payment."

(b) Within one hundred and eighty (180) calendar days of the swearing-in of a newly elected or appointed City Councilmember or Mayor, CITY may not act to terminate EMPLOYEE for convenience as authorized under Subsection (a) of this Section, above. The foregoing notwithstanding, nothing in this Subsection (b), shall preclude CITY from terminating EMPLOYEE employment for cause at any time as provided elsewhere under Section 6 of this Agreement.

6.2 **TERMINATION BY EMPLOYEE.** EMPLOYEE may terminate his employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its

complete discretion, to make EMPLOYEE termination effective upon any date preceding the 30-day notice period, provided CITY pays EMPLOYEE all compensation due and owing him through the last day actually worked, plus an amount equal to the Base Salary EMPLOYEE would have earned through the balance of the thirty (30) day notice period. EMPLOYEE shall not receive a “severance payment” in the event he terminates his employment with CITY pursuant to this Section 6.2.

6.3 **TERMINATION FOR CAUSE BY CITY.** CITY may immediately terminate EMPLOYEE employment with CITY and this Agreement at any time by providing EMPLOYEE written notice of his termination for cause. No “severance payment” shall be paid in the event EMPLOYEE employment is terminated for cause, except that CITY shall pay EMPLOYEE for his accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. For purposes of this Agreement, cause for termination shall include, but not be limited to, the following: (i) theft or attempted theft; (ii) material dishonesty; (iii) willful or persistent material breach of duties; (iv) engaging in unlawful discrimination or harassment of employees or any third party while on CITY premises or on CITY time; (v) conviction of either a felony, a criminal offense involving moral turpitude, or a felony or misdemeanor under the Political Reform Act or Government Code section 1090; (vi) engaging in conduct tending to bring embarrassment or disrepute to CITY; and/or (vii) unauthorized absences. EMPLOYEE expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under CITY’s Employment Policies. EMPLOYEE also expressly waives any right to any pre-termination or post-termination disciplinary, review or appeal proceedings set forth under the laws of the State of California or federal law, except to the extent that the contractual waiver contemplated herein is prohibited by applicable law.

6.4 **TERMINATION OBLIGATION.** EMPLOYEE agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment are the property of CITY and shall be returned promptly to CITY upon termination of EMPLOYEE employment. EMPLOYEE obligations under this subsection shall survive the termination of his employment and the expiration or early termination of this Agreement.

6.5 **BENEFITS UPON TERMINATION.** All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE termination in accordance with this Section 6 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to EMPLOYEE, or unless otherwise required by law.

7. **PROPRIETARY INFORMATION.**

7.1 **DEFINITION.** “Proprietary Information” means all information and any idea pertaining in any manner to the business of CITY and its respective officials, officers, employees, clients, consultants, or business associates, which was produced by any employee or agent of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts and customer lists. All

Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, EMPLOYEE shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, EMPLOYEE shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. EMPLOYEE obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

8. **CONFLICT OF INTEREST.**

8.1 EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Manager. EMPLOYEE shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the City's Municipal Code, and any other conflict of interest regulations applicable to EMPLOYEE employment with the City. For and during the Term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as his personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager.

9. **GENERAL PROVISIONS.**

9.1 **NOTICES.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in EMPLOYEE personnel file. EMPLOYEE agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Huntington Park
6550 Miles Avenue
Huntington Park, California 90255
Attn: City Manager

Chief of Police's Address: [Deliver to last updated address in personnel file]

9.2 **INDEMNIFICATION.** Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq.) CITY will indemnify, defend, and hold EMPLOYEE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring during the Term of this Agreement

or any extension term. The City shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, the City shall have no duty to indemnify, defend, or hold EMPLOYEE harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by him.

9.3 **BONDING**. CITY shall bear the full cost of any fidelity or other bonds required of the Chief of Police under any laws or ordinance.

9.4 **ENTIRE AGREEMENT**. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2.8 above, EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees.

9.5 **AMENDMENTS**. This Agreement may not be amended except in a written document signed by EMPLOYEE, approved by CITY and signed by City Attorney.

9.6 **WAIVER**. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

9.7 **ASSIGNMENT**. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

9.8 **SEVERABILITY**. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

9.9 **GOVERNING LAW**. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the Parties agree that venue shall be in Los Angeles County, California.

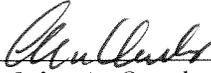
9.10 **INTERPRETATION**. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing; executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

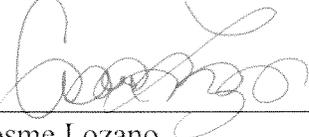
9.11 **ACKNOWLEDGMENT.** EMPLOYEE acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its City Manager and duly attested to by its City Clerk, and EMPLOYEE has signed and executed this Agreement, as of the date first indicated above.

CITY OF HUNTINGTON PARK

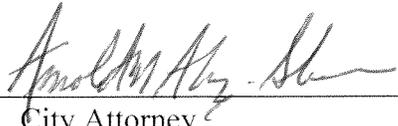
EMPLOYEE

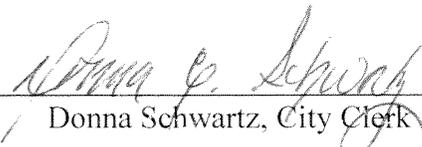
By: 
John A. Ornelas, Interim City Manager

By: 
Cosme Lozano

APPROVED AS TO FORM:

ATTEST:

By: 
City Attorney

By: 
Donna Schwartz, City Clerk