

1 subject only to Subsection C of Section 3 of this Agreement.

2 3. Termination and Severance Pay.

3 A. If Police Chief is terminated from employment of City during
4 said term for any reason except as expressly provided herein by this Agreement, Police
5 Chief shall be entitled to lump sum severance pay in an amount equal to six (6) months
6 salary based upon the annual salary of Police Chief at the time of termination. In
7 addition, City will pay off Police Chief's accumulated sick leave time at Police Chief's
8 annual salary at the time of termination.

9 B. Police Chief shall not be entitled to severance pay in the
10 event he is terminated for cause. For purposes of this Agreement, cause shall be
11 deemed to include: a willful breach of duty by the Police Chief in the course of his
12 employment; the commission of any act of moral turpitude by the Police Chief; or the
13 Police Chief's legal disqualification from office. For purposes of resolving any dispute
14 regarding whether the severance payment has been properly denied, City shall have
15 the burden of proving by a preponderance of evidence that Police Chief engaged in a
16 willful breach of duty, the commission of an act of moral turpitude or was legally
17 disqualified.

18 C. If Police Chief elects to resign his position with City, he shall
19 give the City Manager a minimum of ninety (90) days' notice; and he shall not be
20 entitled to severance pay.

21 4. General Provisions.

22 A. This Agreement constitutes the entire understanding
23 between the parties and supersedes all other agreements, oral or written, with respect
24 to the subject matter herein.

25 B. This Agreement shall not be amended except in a written
26 amendment which expressly refers to this Agreement, is signed by the parties and
27 authorized by a vote of Council.

28 C. This Agreement shall be governed by and construed in

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City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
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1 accordance with the laws of the State of California. Both parties shall comply with all
2 laws, ordinances, rules, regulations and the City Charter with respect to the subject
3 matter of this Agreement.

4 D. If there is any legal proceeding between the parties to
5 enforce or interpret this Agreement or to protect or establish any rights or remedies
6 hereunder, the prevailing party shall be entitled to its costs and expenses, including
7 reasonable attorney's fees and court costs (including appeals).

8 E. The provisions of this Agreement are severable and, if any
9 provision or any portion of this Agreement is held to be unconstitutional, invalid, or
10 unenforceable by a court of law, the remainder of this Agreement shall be severed and
11 shall be enforced as severed.

12 F. This Agreement is not intended or designed to or entered
13 into for the purpose of creating any benefit or right for any person or entity of any kind
14 that is not a party to this Agreement.

15 G. The parties agree and acknowledge that this Agreement
16 accurately represents their mutual understanding of the employment of the Police Chief
17 and is valid and binding on the parties hereto.

18 5. Notices. Notices hereunder shall be in writing and personally delivered
19 or deposited in the U.S. Postal Service, first class, postage prepaid, addressed as
20 follows:

21 City: City Manager
22 City of Long Beach
23 333 West Ocean Boulevard, 13th floor
Long Beach, California 90802

24 Police Chief: Anthony W. Batts
25 Police Chief
26 City of Long Beach
400 West Broadway, 3rd floor
Long Beach, California 90802

27 Notice shall be deemed given as of the date of personal delivery or as of
28 the date of deposit in the mail.

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IN WITNESS WHEREOF, the parties hereto have caused this document to be executed, in duplicate, with all of the formalities required by law.

CITY OF LONG BEACH, a municipal corporation

April 6, 2007

By [Signature]
City Manager

4/5/07, 2007

"City"
[Signature]
Anthony W. Batts

"Police Chief"

The foregoing Agreement is hereby approved as to form on April 6, 2007.

ROBERT E. SHANNON, City Attorney

By: [Signature]

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