AGREEMENT 1 2 300103 THIS AGREEMENT is made and entered this 3rd day of April, 2007, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and 4 5 ANTHONY W. BATTS ("Police Chief") pursuant to these terms and conditions: 6 WHEREAS, the City and Police Chief desire to incorporate certain conditions of employment, working conditions and benefits of the Police Chief into a 7 8 written agreement; and 9 WHEREAS, Police Chief is willing to work as Police Chief of said City 10 under the terms and conditions reflected herein. 11 NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows: 12 13 Duties. City hereby agrees to employ Anthony W. Batts as Police 1. Chief of the City of Long Beach, California, to perform all functions and duties as 14 specified by law and ordinance, and to perform such other duties as may be assigned 15 16 by the City Manager. 17 2. Term. 18 Α. This Agreement shall commence on the 3rd day of April, 19 2007, and shall extend to September 1, 2012, with the option for a two-year extension 20 at the end of the initial term. This Agreement may be amended by mutual agreement in accordance with Subsection B of Section 4 of this Agreement. 21 22 Notwithstanding any provision of this Agreement to the Β. contrary, Police Chief expressly acknowledges and agrees that he is an "at-will" 23

employee and that the City Manager may exercise his/her uncontrolled discretion to
remove Police Chief at any time and under any circumstance, subject only to the

26 provisions set forth in Subsections A and B of Section 3 of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise
interfere with the right of Police Chief to resign at any time from his position with City,

Robert E. Shannon ity Attorney of Long Beach 33 West Ocean Boulevard Beach, California 90802-466 Fleiphone (562) 570-2200

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

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Termination and Severance Pay.

Α. 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 Chief shall be entitled to lump sum severance pay in an amount equal to six (6) months 5 salary based upon the annual salary of Police Chief at the time of termination. In 6 addition, City will pay off Police Chief's accumulated sick leave time at Police Chief's 7 8 annual salary at the time of termination.

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

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

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4. General Provisions.

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

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

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

Long Beach, California 90802-4664 Attorney of Long Beach Vest Ocean Boulevard Telephone (562) 570-2200 **Robert E. Shannon**

accordance with the laws of the State of California. Both parties shall comply with all
 laws, ordinances, rules, regulations and the City Charter with respect to the subject
 matter of this Agreement.

D. If there is any legal proceeding between the parties to
enforce or interpret this Agreement or to protect or establish any rights or remedies
hereunder, the prevailing party shall be entitled to its costs and expenses, including
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.

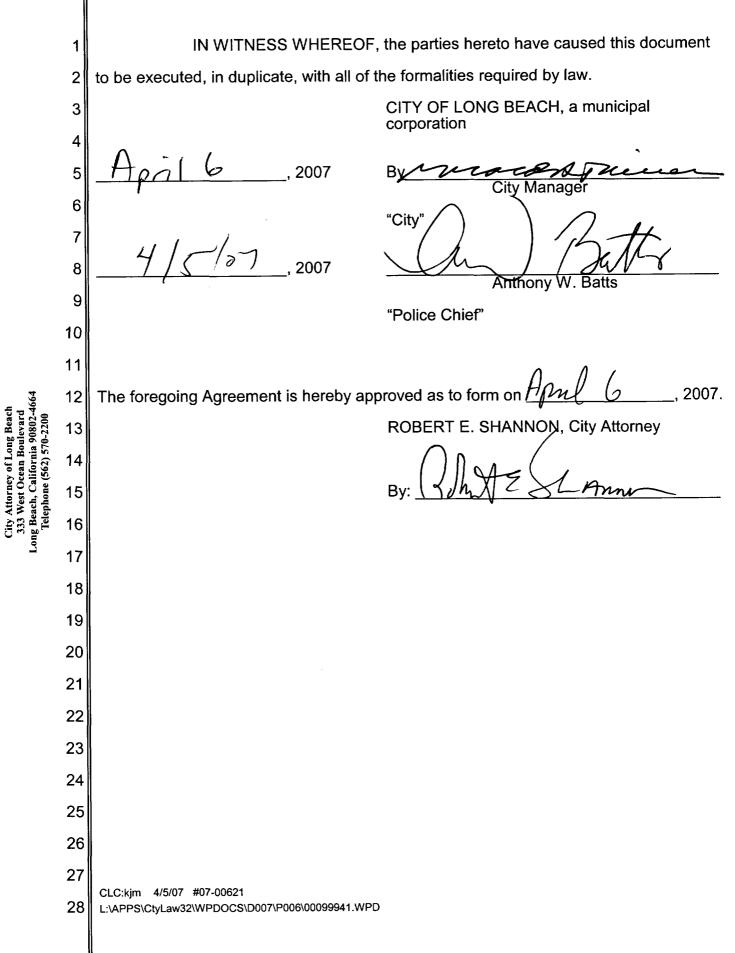
F. This Agreement is not intended or designed to or entered
into for the purpose of creating any benefit or right for any person or entity of any kind
that is not a party to this Agreement.

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

18 5. <u>Notices</u>. 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 City of Long Beach 333 West Ocean Boulevard, 13th floor 22 Long Beach, California 90802 23 24 Police Chief: Anthony W. Batts Police Chief City of Long Beach 25 400 West Broadway, 3rd floor Long Beach, California 90802 26 Notice shall be deemed given as of the date of personal delivery or as of 27 the date of deposit in the mail. 28

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