

CHIEF OF POLICE EMPLOYMENT AGREEMENT

This CHIEF OF POLICE EMPLOYMENT AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into and made effective the 15th day of September 2014, by and between the CITY OF LOMPOC, a general law city and municipal corporation (hereinafter referred to as the "CITY") and PATRICK A. WALSH, an individual (hereinafter referred to as either Patrick Walsh, "Police Chief" or "EMPLOYEE").

RECITALS

WHEREAS, pursuant to California Government Code section 34856 and Lompoc Municipal Code §§ 2.12.30 and 2.64.050, the City Administrator of the CITY has the authority to appoint, discipline and remove the Chief of Police of the CITY;

WHEREAS, the City Administrator desires to employ Patrick Walsh to serve in the position of Chief of Police for the CITY, the duties of which position are set forth in Government Code sections 41601-41612 and in Exhibit "A" to this AGREEMENT;

WHEREAS, the CITY wishes to grant to EMPLOYEE benefits in addition to those provided for in the City's Management, Supervisory, and Confidential ("MS&C") Compensation Plan, subject to Council approval, specifically: i) providing EMPLOYEE with a "bank" of five (5) vacation leave days (40 hours) immediately upon hire and ii) providing a temporary housing allowance of One Thousand Two Hundred Dollars (\$1,200.00) per month for a period of six (6) months;

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of professional services to the CITY and its related agencies as Chief of Police;

WHEREAS, the parties wish to establish the terms and conditions of EMPLOYEE's services to the CITY and its related agencies through this AGREEMENT;

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

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. CITY hereby employs Patrick Walsh as Chief of Police for the CITY to perform the functions and duties of Chief of Police, including those functions and duties specified in the Job Description for the Chief of Police position attached hereto as Exhibit "A," and those functions and duties as set forth in §§ 41601-41612 of the Government Code of the State of California. Additionally, EMPLOYEE shall perform such other legally permissible and proper functions and duties as the City Administrator shall, from time-to-time, direct or assign. EMPLOYEE shall perform these functions and duties in an efficient, competent, and ethical manner and shall devote his best efforts and full-time attention thereto.

1.2 Work Schedule. It is recognized that Chief of Police 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 Chief of Police will require EMPLOYEE to generally observe normal business hours (currently 8:00 a.m. to 5:00 p.m., Monday through Friday, including an unpaid lunch period), as set by the CITY and may be duly revised from time-to-time, and will also often require the performance of necessary services outside of normal business hours. Notwithstanding the foregoing, the CITY will permit the Chief of Police such reasonable “time off” as is customary for exempt employees of the CITY, so long as the time off does not interfere with normal business. EMPLOYEE’s compensation (whether salary or benefits or other allowances) is not based on hours worked, and EMPLOYEE shall not be entitled to any compensation for overtime because the Chief of Police job classification is an “exempt” classification and is not subject to the overtime provisions of the federal Fair Labor Standards Act (“FLSA”). Additionally, this classification is not eligible for Accumulated Time Off.

1.3 Other Activities. EMPLOYEE shall focus EMPLOYEE’s professional time, ability, and attention to the CITY’s business during the term of this AGREEMENT. EMPLOYEE shall not engage, without the express prior written consent of the City Administrator, 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 the functions and duties of the Chief of Police.

1.4 Employment Status. EMPLOYEE shall serve at the will and pleasure of the City Administrator and understands EMPLOYEE is an “at-will” employee subject to summary dismissal without any right of notice or hearing, including any so-called due process pre-disciplinary “Skelly” hearing, except that the CITY must terminate the employment of EMPLOYEE in the manner set forth in Section 3.3 below.

1.5 CITY’s Personnel Ordinance and Rules Not Applicable. Pursuant to section 20-4(c) of the CITY’s Personnel Ordinance and Rules, the provisions of such Personnel Rules and Ordinance shall not apply to the position of Chief of Police, except those Personnel Rules relating to Attendance and Leaves (reference Personnel Rule X), Authorization and Procedures for Expense Reimbursement (reference Personnel Rule XVIII) and Assignment and Use of City Property (reference Personnel Rule XVII).

1.6 CITY Documents. All data, studies, reports and other documents prepared by EMPLOYEE while performing the duties of Chief of Police 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, except as may be required by any governmental agency or court of competent jurisdiction.

Such materials shall not be used by EMPLOYEE, without the prior written consent of the City Administrator, for any purposes other than the performance of EMPLOYEE's duties. Additionally, no such materials may be disclosed to any person or entity not connected with the performance of services under this AGREEMENT, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.7 Fair Labor Standards Act ("FLSA") Exempt Status. EMPLOYEE agrees that EMPLOYEE's position is that of an exempt employee for the purposes of the FLSA.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Compensation. For the services rendered pursuant to this AGREEMENT, EMPLOYEE's initial annual base salary compensation shall be One Hundred Forty Two Thousand Dollars, Two Hundred and Ninety Six Dollars and No Cents (\$142,296.00) ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the CITY are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Salary Review. The City Administrator and EMPLOYEE agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 5.2.

3.0 TERM

3.1 Commencement & Effective Date. EMPLOYEE shall commence providing services hereunder at 8:00 a.m. Pacific daylight savings time on September 15, 2014, or such date upon which the City Administrator and EMPLOYEE may mutually agree and confirm in writing. In the event EMPLOYEE commences services on a date other than September 15, 2014, such date shall be deemed the effective date of this AGREEMENT ("Effective Date").

3.2 Termination by EMPLOYEE. EMPLOYEE may terminate this AGREEMENT at any time, provided EMPLOYEE provides the City Administrator with at least thirty (30) days' advance written notice. In the event EMPLOYEE terminates this AGREEMENT, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay.

3.3 Termination by City Administrator. The City Administrator may terminate this AGREEMENT at any time with or without cause, by providing written notice of the reason(s) and an opportunity for administrative appeal, as provided herein, in accordance with the requirements of the Public Safety Officers Procedural Bill of Rights Act ("POBOR") (Government Code sections 3300-3313), including but not limited to Government Code section 3304(c), which provides that the CITY is required to provide written notice of termination and the reason or reasons therefor and an opportunity for administrative appeal. The City Administrator's right to terminate EMPLOYEE pursuant to this Section 3.3 shall not be subject to or in any way limited by the CITY's Personnel Ordinance and Rules or past CITY practices related to the employment, discipline or termination of its employees. Except as expressly provided in this Section 3.3, EMPLOYEE expressly waives any rights provided for the Chief of

Police under the direction of the City Administrator under the CITY's Personnel Ordinance and Rules, Municipal Code, or under other State or federal law to any other form of pre- or post-termination administrative hearing, administrative appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the job or position of Chief of Police. Notwithstanding this section 3.3, EMPLOYEE remains an at-will employee serving at the pleasure of the City Administrator.

(a) Termination by City Administrator for Cause. The CITY may terminate this AGREEMENT at any time by providing EMPLOYEE with five (5) business days' written notice of the termination for cause and the facts and grounds constituting cause. "Cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of 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 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 with pay 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 the CITY's Municipal Code, ordinances, rules, and regulations, including but not limited to the CITY's Personnel Ordinance and Rules, Administrative Procedures Manual, and the Lompoc Police Department Policy Manual, 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 economic gain, 11) A pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction of the City Administrator or the policy decisions of the City Council, and 12) Gross misfeasance or gross malfeasance. If the City Administrator terminates for cause this AGREEMENT and the services of EMPLOYEE as Chief of Police hereunder, the CITY shall have no obligation to pay severance. In order to comply with the requirements of California Government Code section 3304(c), termination by the City Administrator for cause shall be conducted in accordance with the following procedures:

(1) Within 5 days of receipt of written notice under Section 3.3(a), EMPLOYEE may submit a request in writing to the City Administrator for an administrative appeal. The City Administrator shall then appoint an independent hearing officer to conduct an administrative hearing. Both the CITY and EMPLOYEE and their respective representatives, if any, shall make reasonable efforts to set a hearing date within thirty (30) days from the City Administrator's receipt of the Police Chief's request.

(2) At the hearing, the independent hearing officer shall be presented with both the information and documents on which CITY based its decision to terminate for cause as well as any information and documentation that EMPLOYEE chooses to submit to challenge the CITY's information and documents to raise mitigating circumstances for consideration by the independent hearing officer.

(3) Within fifteen (15) days, the independent hearing officer shall make an advisory recommendation in writing to the City Council. Following City Council's review in closed session, EMPLOYEE shall be notified in writing as to whether EMPLOYEE's termination will be modified, rescinded or remain in effect.

(4) If the termination remains in effect following administrative appeal, or if EMPLOYEE does not exercise the right to administrative appeal, no severance or any further salary shall be paid beyond the effective date of the termination. However, EMPLOYEE shall receive payment for accrued and unused leaves as provided for in this AGREEMENT together with any extension of benefits required by law.

(b) Termination by City Administrator Without Cause. By providing EMPLOYEE at least thirty (30) days' prior written notice thereof, the CITY may terminate EMPLOYEE from his position as Chief of Police without cause but rather based upon management reasons such as implementing the CITY's goals or policies, including but not limited to: i) change of administration, and/or ii) incompatibility of management styles. In the event EMPLOYEE is terminated without cause, EMPLOYEE expressly agrees that EMPLOYEE shall not be entitled to any severance pay as the result of the termination of this AGREEMENT except as provided in Section 4.1 below. In order to comply with the requirements of California Government Code section 3304(c), termination by the City Administrator for a reason other than cause shall be conducted in accordance with the following procedures:

(1) The CITY reserves the right to place EMPLOYEE on paid administrative leave for all or a portion of the 30-day period provided under Section 3.3(b).

(2) EMPLOYEE may request to appear before the City Council prior to the effective date of the termination to challenge the reasons for the termination or to raise mitigating circumstances regarding the termination.

4.0 SEVERANCE

4.1 Severance Pay. Should the CITY elect to terminate this AGREEMENT and the services of EMPLOYEE without cause, the CITY shall, upon the effective date of such termination, pay to Police Chief severance in an amount equal to three (3) months of his base salary (as defined in Section 2 above, calculated on a per diem basis), less applicable deductions and excluding deferred compensation or the value of any other benefits. Notwithstanding the foregoing, should such severance payment exceed the amount authorized to be paid under Government Code Section 53260, the amount paid to EMPLOYEE shall be reduced in the amount necessary to comply with the same.

4.2 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of EMPLOYEE with respect to severance pay in the event of the termination, other than for cause. 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 as Exhibit "C," which is hereby approved by the parties as to form.

5.0 PERFORMANCE EVALUATIONS

5.1 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 Police Department and the CITY. Nothing herein shall be deemed to alter or change the employment status of EMPLOYEE (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring “cause” to terminate this AGREEMENT, or the services of EMPLOYEE as Chief of Police hereunder.

5.2 Annual Evaluation. The City Administrator shall endeavor to review and evaluate the performance of EMPLOYEE annually within thirty (30) days after each anniversary of the Effective Date. In addition, EMPLOYEE shall submit for the City Administrator’s consideration at those times established by the City Administrator, but at least annually, EMPLOYEE’s proposed performance goals and objectives and incorporate the City Administrator’s suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above.

5.3 Written Summary. The City Administrator may, at his or her sole discretion, elect to provide a written summary of each performance evaluation to EMPLOYEE within two (2) weeks following the conclusion of the review and evaluation process, and may, at his or her sole discretion, schedule at least one (1) City Council closed session with EMPLOYEE to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 CITY-Provided Automobile. CITY shall assign EMPLOYEE a CITY vehicle, subject to the terms and conditions of Chapter 42 of the CITY’s Administrative Procedures Manual. EMPLOYEE understands that any applicable taxes resulting therefrom are EMPLOYEE’s responsibility to pay and not covered by the CITY.

6.2 Uniform Allowance. CITY shall provide EMPLOYEE with an annual uniform allowance of Six Hundred Fifty Dollars (\$650.00) for the cleaning and replacement of uniforms. CITY shall provide EMPLOYEE with an initial uniform allowance of Six Hundred Fifty Dollars (\$650.00) for the cleaning and replacement of uniforms, to be distributed after the first completed pay period subsequent to the Effective date of this AGREEMENT. If EMPLOYEE leaves employment with the CITY within six (6) months of the Effective date of this AGREEMENT, EMPLOYEE will be required to return, on a prorated basis, the remaining portion of any uniform allowance received. Beginning one year after the Effective date of this AGREEMENT, uniform allowances shall be paid in four (4) equal quarterly payments.

6.3 CITY-provided Cellular Phone. CITY shall provide EMPLOYEE with cellular phone for use as Chief of Police of the CITY.

6.4 Bilingual Pay. In accordance with the CITY’s Compensation Plan for Management, Supervisory, and Confidential Employees, if EMPLOYEE is determined to be qualified by the CITY as bilingual and regularly uses bilingual language skills in EMPLOYEE’s capacity as Chief of Police, the CITY shall pay EMPLOYEE an additional One Hundred Dollars (\$100.00) per month as bilingual pay. EMPLOYEE shall be entitled to One Hundred Forty

Dollars (\$140.00) per month bilingual pay if EMPLOYEE demonstrates both oral and written bilingual skills and he regularly uses written and oral bilingual language skills in EMPLOYEE's capacity as Chief of Police.

6.5 Medical, Dental, Vision and Other Insurance. The CITY shall provide to EMPLOYEE the same group medical, dental, and vision insurance plans offered to the CITY's Management, Supervisory, and Confidential ("MS&C") Employees, as provided in the CITY's MS&C Compensation Plan. Additionally, the CITY shall provide and pay for a life insurance/AD&D policy for EMPLOYEE with coverage in the amount equal to EMPLOYEE's annual Salary. EMPLOYEE shall be eligible for this life insurance/AD&D policy after the first day following six (6) months continuous employment with the CITY.

6.6 CalPERS. EMPLOYEE shall be enrolled in the California Public Employees Retirement System ("CalPERS") in the appropriate CalPERS pension plan as determined by CalPERS, which the City's believes will be the CITY's third tier safety retirement formula plan. The third tier safety retirement plan is the CalPERS "2.7 at age 57 Full Formula" plan benefit. EMPLOYEE shall pay Fifty Percent (50%) of the normal cost contribution as mandated by the California Public Employees' Pension Reform Act of 2013 ("PEPRA") and attendant statutes and regulations. The final retirement based compensation calculation for this tier is the average for the highest thirty-six (36) consecutive months.

6.7 Deferred Compensation. EMPLOYEE may, at EMPLOYEE's sole cost and expense, participate in the CITY's Deferred Compensation Program. The CITY currently has two plan options under its Deferred Compensation Program: (i) ICMA and (ii) CalPERS deferred compensation plan. EMPLOYEE acknowledges that CITY does not provide any matching benefits or other payments toward the Deferred Compensation Program.

6.8 Vacation and Sick Leave. From and after the Effective Date, EMPLOYEE shall accrue vacation and sick leave at the rate currently afforded to MS&C employees under the CITY's Compensation Plan for MS&C Employees. In accordance with the CITY's Compensation Plan for MS&C employees, employee classifications exempt from the overtime requirements under the FLSA will be credited with 5.334 hours additional vacation house per month (64 hours/ 8 days per year). This additional vacation time shall be in lieu of equivalent time off for overtime worked as provided in Rule IV, Section 4 of the Personnel Rules for exempt employees. EMPLOYEE may elect to cash in up to eight (8) days of unused vacation time per year with payment to be made during the first payroll in December.

6.9 Vacation Leave Upon Hire. Upon the Effective Date of this AGREEMENT, EMPLOYEE shall be advanced a "bank" of five (5) vacation leave days (40 hours).

6.10 Temporary Housing Allowance. EMPLOYEE shall be provided with a temporary housing allowance for a period of six (6) months from the Effective date in the amount of One Thousand Two Hundred Dollars (\$1,200.00) per month.

6.11 Holidays. From and after the Effective Date, EMPLOYEE shall be entitled to such holidays as are currently afforded to MS&C Employees under the CITY's Compensation Plan for MS&C employees.

6.12 Floating Holiday. As provided in the CITY's Compensation Plan for MS&C Employees, EMPLOYEE shall be entitled to one (1) floating holiday per year.

6.13 Bereavement Leave. From and after the Effective Date, EMPLOYEE shall be entitled to up to five (5) days paid leave to attend or arrange for the funeral of the following immediate family members (whether by kindred or affinity): spouse, son, daughter, father, mother, guardian, brother, sister, grandfather, grandmother and grandchildren. The CITY Administrator or his designee shall determine the length of such leave with due regard for the relationship of the deceased to the employee and necessary travel, if any. In no event shall such leave exceed five (5) days.

6.14 Jury Duty. EMPLOYEE shall receive full pay and benefits while responding to a jury summons or serving on a jury in accordance with Chapter 21 of the CITY's Personnel Procedures and Rule X, Section 7 of the CITY's Personnel Ordinance and Rules. Any compensation for such jury duty (except travel pay) shall be remitted to the CITY.

6.15 Additional Benefits. Unless otherwise specified to the contrary in this AGREEMENT, EMPLOYEE shall be entitled to such additional benefits, if any, as are applicable and afforded to MS&C Employees under the CITY's Compensation Plan for MS&C Employees.

7.0 PROFESSIONAL DEVELOPMENT

7.1 Membership. The CITY encourages EMPLOYEE's continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations as approved by the City Administrator, including but not limited to the following: International Association Chiefs of Police, California Police Chiefs Association, Police Executive Research Forum, Naval Postgraduate School Alumni Association, Santa Barbara County Law Enforcement Chiefs ("CLEC").

7.2 Out-of-Town Meetings & Seminars. The CITY agrees to reimburse EMPLOYEE the actual cost for registration, travel, lodging, meals, and other expenses incurred by EMPLOYEE while attending overnight, out-of-town meetings or seminars related to EMPLOYEE's employment with the CITY, in accordance with the CITY's policies for expense reimbursement. Moreover, to be eligible EMPLOYEE must have budgeted funds available for same; provided, however, that the City Administrator may, in his sole discretion, approve such unbudgeted expenditures if he deems it in the best interests of the CITY.

7.3 Local Meetings & Seminars. The CITY agrees to reimburse Police Chief the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with CITY in accordance with the CITY's policies for expense reimbursement.

7.4 Incidental Expenses. The CITY agrees to reimburse EMPLOYEE the actual cost of those incidental expenses necessarily incurred by EMPLOYEE while engaged in the business of the CITY upon the presentation of an appropriate receipt therefor, in accordance with the CITY's policies for expense reimbursement.

7.5 Approval by City Administrator. To be eligible to receive reimbursement for the memberships and travel and other expenses incurred pursuant to this Section 7.0, EMPLOYEE shall obtain advance approval of the City Administrator where practical to do so or, in the event such approval cannot be timely obtained, advance approval from the Assistant City Administrator.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code and other applicable law, 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 the services provided by EMPLOYEE under this AGREEMENT, or any other intentional or malicious conduct or gross negligence of EMPLOYEE, to the extent a defense, indemnity hold harmless, etc., are not mandated by applicable law.

8.2 Bonds. CITY shall bear the full cost of any fidelity or other bonds, which may be required in the performance of EMPLOYEE's services under this AGREEMENT.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This AGREEMENT represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to EMPLOYEE'S employment by the CITY and contains all of the covenants and agreements between the parties with respect to such employment. 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, which 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.

9.2 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, except where City Administrator approval is expressly authorized herein.

9.3 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:

City Administrator
City of Lompoc
100 Civic Center Plaza
Lompoc, California 93436

To EMPLOYEE:

Patrick Walsh
[On file with Human Resources Dept.]

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.

9.4 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, with the proper discharge of EMPLOYEE's Chief of Police duties under this AGREEMENT. EMPLOYEE shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 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.

9.6 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.

9.7 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 and delivery by each party hereto.

9.8 Government Code §§ 53243 - 53243.4. Assembly Bill 1344, which was subsequently enacted as Government Code §§ 53243 - 53243.4, sought to a means 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 set forth in full in Exhibit "B" attached hereto and incorporated herein. 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 the terms of this AGREEMENT involving compensation for 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.

9.9 Independent Legal Advice. The 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, and the 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.

IN WITNESS WHEREOF, the City of Lompoc has caused this AGREEMENT to be signed and executed on its behalf by its City Administrator, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this AGREEMENT, all in triplicate.

CITY OF LOMPOC

CHIEF OF POLICE

Patrick Wiemiller, City Administrator

Patrick A. Walsh

ATTEST:

Stacy Alvarez, City Clerk

APPROVED AS TO FORM:

Joseph Pannone, City Attorney

Paul Lafranchise, Attorney for Police Chief

Exhibit A

CITY OF LOMPOC

CHIEF OF POLICE

DEFINITION:

Under administrative direction, to plan, organize and direct the City's crime prevention and law enforcement activities; and to perform related work as required.

CLASS CHARACTERISTICS:

The class of Chief of Police is a single incumbent class representing the chief executive and operational officer of the Police Department. The incumbent is responsible to the City Administrator for the effectiveness and quality of the crime prevention and law enforcement activities of the City. The incumbent receives direction from the City Administrator on administrative policy and major projects and is responsible to the Assistant City Administrator for day-to-day operations.

LICENSE REQUIRED:

Possession of a valid and appropriate California Driver's License.

EXAMPLES OF DUTIES:

Plans, organizes, coordinates, controls and administers the maintenance of law and order, the protection of life and property, the regulation of traffic, the apprehension, arrest and detention of law violators and the maintenance of police records; analyzes operational and service demands and devises plans and procedures; confers with citizen and municipal officials on law enforcement problems and assists in the development of law enforcement policies; analyzes operational costs and prepares budget estimates; supervises the execution of the approved Department budget; coordinates municipal law enforcement activities with those of other law enforcement agencies; attends police conferences; reviews applications and eligibility lists of applicants for employment and selects and appoints personnel; enforces rules and regulations; directs the assignment of police personnel and equipment and the development and execution of training programs; supervises the making of special studies and the preparation of reports; meets with community individuals and groups in the explanation of the purposes of the Police Department; directs the City's Crime Prevention and Youth Service Bureau; speaks with members of the media; prepares news releases and controls media access to confidential information; acts as absolute and final authority in the solution of Departmental personnel problems, assignments and promotions; and performs related work as required.

MINIMUM QUALIFICATIONS:

Knowledge of:

Principles and practices of modern police administration;
Modern techniques of criminal detection and evidence analysis;
Criminal law expressed in federal, state and municipal statutes;
Modern training practices;
Laws, regulations and management of person custody procedures;
Search, seizure and the rules of evidence;
English usage, spelling, grammar and punctuation;
Principles and practices of supervision and training;
Appropriate safety precautions and procedures.

Ability to:

Plan, organize and administer the work of the Police department;
Analyze police problems and identify appropriate solutions;
Maintain a positive and productive morale among subordinates;
Speak before groups and organizations;
Analyze police organizational patterns and make appropriate modifications;
Prepare and implement a Police Department budget;
Operate a vehicle observing legal and defensive driving practices;
Understand and carry out complex oral and written instructions;
Establish and maintain effective relationships with other police organizations.

EDUCATION AND EXPERIENCE:

Any combination of training, education and experience which demonstrates an ability to perform the duties of the position. The typical qualifying entrance background is four years of college work in police science with a bachelor's degree and increasingly responsible police work, preferably at the level of captain.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

Strength: Light Work - Occasional lifting, carrying, pushing or pulling 25 pounds or less.

Exhibit B

GOVERNMENT CODE SECTIONS 53243-53243.4 and 53260(a)

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

- (a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.
- (b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67), Title 6 (commencing with Section 85), or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

53260. (a) All contracts of employment between an employee and a local agency employer shall include a provision which provides that regardless of the term of the contract, if the contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18.

GOVERNMENT CODE SECTIONS 3511.1-3511.2

3511.1. As used in this chapter, the following definitions apply:

(a) "Compensation" means annual salary, stipend, or bonus, paid by a local agency employer to a local agency executive.

(b) "Cost-of-living" means the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations.

(c) "Local agency" means a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, or other local public agency.

(d) "Local agency executive" means any person employed by a local agency who is not subject to the Meyers-Milias-Brown Act (Chapter 10 (commencing with Section 3500)), Chapter 5 (commencing with Section 45100) of Part 25 of Division 3 of Title 2 of the Education Code, or Chapter 4 (commencing with Section 88000) of Part 51 of Division 7 of Title 3 of the Education Code, and who meets either of the following requirements:

- (1) The person is the chief executive officer, a deputy chief executive officer, or an assistant chief executive officer of the local agency.
- (2) The person is the head of a department of a local agency.
- (3) The person's position within the local agency is held by an employment contract between the local agency and that person.

3511.2. On or after January 1, 2012, any contract executed or renewed between a local agency and a local agency executive shall not provide for the following:

(a) An automatic renewal of a contract that provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment.

(b) A maximum cash settlement that exceeds the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5.

Exhibit C

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 Lompoc, a general law city and municipal corporation (hereinafter referred to as "THE CITY"), and PATRICK A. WALSH, an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1. EMPLOYEE was hired by THE CITY as an at-will Chief of Police effective September 15, 2014 serving at the pleasure of the City Administrator of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently [REDACTED] years old.

2.2. THE CITY and EMPLOYEE desire that EMPLOYEE resign 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 as of [REDACTED], [REDACTED]. 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 at the time of separation of 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 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 also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of [REDACTED] and [REDACTED] cents (\$ [REDACTED].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.

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 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 he 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 had an opportunity to discuss this waiver and release with, and to be advised with respect thereto by, EMPLOYEE's counsel of choice, and that EMPLOYEE does not need any additional time within which to review and consider this AGREEMENT;
- (g) EMPLOYEE has **seven (7) days following his 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 ("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 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 the 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 of EMPLOYEE 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: The parties 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 his employment. Said services shall be provided as needed by THE CITY and as convenient for EMPLOYEE at a rate of Two Hundred Dollars (\$200.00) 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 to the best of its knowledge 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 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:

City Administrator
City of Lompoc
100 Civic Center Plaza
Lompoc, California 93436

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: _____
Patrick Walsh

THE CITY

DATED: _____

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Joseph Pannone, City Attorney

[EMPLOYEE's LAW FIRM]

By: _____
[Counsel]