

**AGREEMENT FOR EMPLOYMENT FOR CHIEF OF POLICE  
CITY OF HUNTINGTON PARK**

This agreement is made and entered into, by and between the City of Huntington Park, a municipal corporation of the State of California (the "City") and Randy E. Narramore, ("Employee") both of whom understand as follows:

**Recitals**

**WHEREAS** the City desires to enter into a contract to employ Employee as Chief of Police of the City of Huntington Park; and to perform other Administrative Duties; and

**WHEREAS** the Employee desires to serve as Chief of Police of the City of Huntington Park; and

**WHEREAS** it is the desire of the parties hereto to provide the terms and conditions by which Council shall receive and retain the services of Employee and to provide for him to remain in such employment; to encourage the highest standards of fidelity and public service on the part of Employee; to ensure that Employee shall do his utmost to promote the City's interests, and shall devote such time and efforts as necessary to properly perform his full-time duties; and to provide for terminating his services at such time as he may be unable to fully discharge his duties or when Council may otherwise desire to terminate his employ.

**NOW, THEREFORE**, in consideration of the mutual covenants, herein contained, the parties agree as follows:

**Section 1. Duties**

A. The Chief of Police also hereby assumes the powers of and will perform the normal functions and duties of the Chief of Police as more particularly set forth in the Huntington Park Municipal Code, the Huntington Park Personnel Rules and Regulations, and any other applicable ordinances and resolutions pertaining to the Chief of Police. Employee voluntarily represents that he is in good physical condition which renders him capable of performing the functions and duties of the position without any accommodation.

B. The Chief of Police hereby assumes the powers of and will perform the normal functions and responsibilities related to Administrative Duties as assigned, including, but not limited to; Personnel, Park & Recreation and Litigation.

**Section 2. Term**

A. Subject to earlier termination of this Agreement as set forth in Section 3 below, the term of this Agreement shall commence upon the execution of this agreement, and end on December 31, 2008. This document and agreement replaces any previous agreements.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate the services of Employee at any time subject only to the provisions set forth in section 3 below. Employee will be an "at will" City employee, exempt from the City's Civil Service regulations, as set forth in Title 2, Chapter 3 of the City's Municipal Code.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position of Chief of Police of the City of Huntington Park subject only to the provisions set forth in Section 3 below.

D. Employee agrees to remain in the exclusive employ of the City and neither to accept other employment nor to become employed by any other employer until the agreement is terminated; provided, however, nothing contained herein shall be construed or interpreted to prohibit Employee from engaging in such occasional activities as teaching, writing, or consulting, which activities shall only be conducted apart from his normal or regular functions and duties.

E. The Council shall give the Employee written notice at least three (3) months in advance of the expiration date of this Agreement of the Council's intent to permit this Agreement to expire or of the Council's intent to renew the Agreements for an additional period of time.

### Section 3. **Termination**

A. In the event the Employee desires to voluntarily terminate this Agreement, Employee will provide the City with thirty (30) days written notice of said resignation. Employee will not be entitled to any severance under this provision. It is understood and agreed that any notice of resignation should be given as soon as practicable and in the best interest of the City.

B. The Council may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the Employee.

1. Upon the Employee's termination from office for other than cause, the Employee shall receive a severance pay the amount of which will be determined by multiplying employee's monthly salary and benefits times a number of months of not less than six (6) and not more than eighteen (18). Said multiplier will consist of the number of months from the date of termination until the end of the term, except that if such termination occurs more than eighteen (18) months prior to the end of the term, the multiplier will be eighteen (18) and if such termination occurs less than six (6) months prior to the end of the term, the multiplier will be six (6). Except as set forth herein, City will have no further obligations to employee.

2. The Council may terminate the Employee from his position for just

cause. Termination for just cause shall mean termination of employment for "just cause" under any of the applicable terms and provisions of the Huntington Park Personnel Rules, the City's Municipal Code, the City's Resolution or any other applicable state or federal law as they exist on the date of agreement or any modification of which they expressly refer to. The written notice shall specifically set forth the cause for termination.

3. If the Employee's employment is terminated for just cause, then the City and Council shall pay the Employee the compensation payable to the Employee for the month in which such termination occurs prorated to the date of the termination.

#### Section 4. **Salary**

A. Effective upon the execution of this agreement, City and Council agree to compensate Employee at an annual salary of One Hundred Forty-Nine Thousand, Five Hundred (\$149,000) per year. All compensation and benefits may be adjusted each year thereafter, with Narramore receiving at least the same increase in salary as other police management employees. The City will provide Narramore all benefits normally provided to City employees, except as set forth herein. Narramore will **not** be entitled to any overtime compensation.

B. The City shall provide Seven Hundred and Fifty (\$750) per month in the form of deferred compensation.

C. The Employee waives all rights to any future automatic pay increases unless stated herein. The Employee will be subject to a yearly performance review. Should the City grant any pay increase to Department Heads during the term, at each such time employee will receive a salary increase of at least the same percentage as that granted to Department Heads or other police management employees, whichever is greater.

D. The City shall provide the employee with his choice of medical, dental, vision, and life insurance plans as provided to all other City employees. The total amount of the premiums is to be paid by the City. The City is to provide the Employee with public employee's retirement system (P.E.R.S.) To be the same as all other police employees. The City will pay the Employee's entire contribution rate to the retirement fund during his employment. City will pay employee's portion of Medicare premiums.

E. The Employee agrees to devote that amount of time and energy which is reasonably necessary for the Employee to faithfully perform the duties of Chief of Police. The Employee will work a Monday through Thursday weekly schedule and will be available/accessible on Fridays by pager, cell phone or prearranged meetings as needed. Should the City change to a Monday through Friday schedule, employee will work such a five (5) day schedule.

F. The Employee shall be entitled to accrue vacation leave at the annual rate of one hundred sixty (160) hours per year up to a maximum of four hundred eighty (480) hours and will

receive a credit of ten (10) days vacation time,

G. The Employee shall be entitled to accrue eight (8) hours of sick leave for every month of employment up to a maximum of four hundred eight (480) hours.

H. The Employee shall be entitled to seventy-four(74) hours per year of administration leave time. No leave time shall accrue after the year in question.

I. The Employee shall be entitled to bereavement leave not to exceed three (3) days for the death of an immediate family member. Immediate family members shall include the employee's spouse, children, parents, and siblings.

J. If the Employee resigns, retires or is terminated from employment, the Employee shall be paid for all accrued vacation time. If the employee retires from employment, the employee shall be paid for all accrued sick time pursuant to existing policy for management employees.

K. The employee shall be entitled, by his choice and selection, either a vehicle provided by the City, with unrestricted use, or Seven Hundred Fifty Dollar (\$750.00) per month car allowance.

#### Section 5. **Indemnification**

A. The City and Council shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of alleged acts or omissions occurring in the performance of the Employee's duties so long as the acts and omissions occurred within the course and scope of employment as articulated in the Agreement, the Huntington Park Municipal Code, the City Personnel Rules and Regulations. The City and Council will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Nothing in this Section shall be deemed to reduce the City's obligation to defend and/or indemnify Employee under applicable federal, state, or local law or to otherwise limit Employee's remedies to enforce the City's obligations herein. Nothing in this section shall be deemed to require the City to indemnify Employee from an award of punitive damages.

#### Section 6. **Other Terms and Conditions**

A. The Council agrees to budget and to pay for the professional dues and subscriptions as is necessary for the Employee's participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement, and for the benefit of the City. Expenses for such dues and subscriptions in excess of One Thousand Dollars (\$1,000.00) shall first be approved by the City Council.

B. The city shall not at any time during this Agreement reduce the salary, compensation, retirement or other financial benefits of the Employee, directly or indirectly.

C. The parties have cooperated in the drafting and preparation of this Agreement and have received such independent legal advice from attorneys of their choice as they deem necessary. Hence, in any construction to be made of this Agreement, no provision hereof shall be construed against either party.

D. This Agreement constitutes an election by the Employee to bargain away certain rights that may otherwise be the subject of a Memorandum of Understanding ("MOU") between the City and the Huntington Park Management Employees. Therefore, in the event of a conflict between this Agreement and the provisions of any MOU, the interpretation most consistent with the provisions of this Agreement shall govern.

**Section 7. Governing Law**

A. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action in connection with or arising out of this Agreement or any dispute between the parties shall be commenced and maintained in the Superior Court of the State of California for the County of Los Angeles or the Central District of the United States District Court.

**Section 8. Entire Agreement**

A. This Agreement contains the entire integrated agreement of the parties respecting the matters herein and therein set forth and supersede all prior agreements between the same respecting such matters. In that connection each party specifically acknowledges that it has not received any promises, representations or assurances from the other party or any of the parties, agents or employees, which are not contained herein. No addition or modification of any term or provision hereof shall be effective unless set forth in writing and signed by both parties. This Agreement shall not violate or supersede any State or Federal Laws.

**Section 9. Assignment**

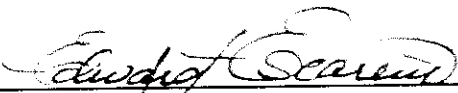
A. Any party shall not assign this Agreement. However, this Agreement shall be binding upon and inure to the benefit of Employee's heirs.

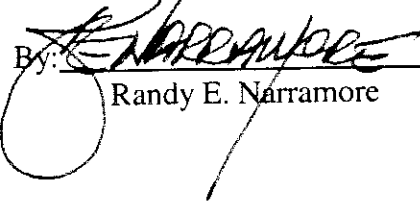
**Section 10. Severability**

A. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect. If any provision is held invalid or unenforceable in particular circumstances, it shall nonetheless remain in full force and effect in and other circumstances.

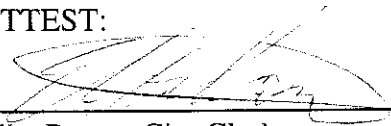
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the  
1st Day of March, 2004.

CITY OF HUNTINGTON PARK

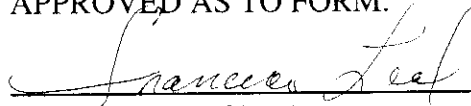
By:   
Ed Escareno, Mayor

By:   
Randy E. Narramore

ATTEST:

  
Elba Romo, City Clerk

APPROVED AS TO FORM:

  
Francisco Leal, City Attorney