

## RETIRED ANNUITANT EMPLOYMENT AGREEMENT

This Retired Annuitant Employment Agreement (“Agreement”) is made and entered into between Jerry L. Price (“Price”) and the City of La Habra, (“City”), in order to provide, in writing, the terms and conditions of employment for the interim appointment under Government Code section 21221(h) for the position of Police Chief.

1. Employment: The City hereby appoints Price as the Interim Police Chief of the City, and Price hereby accepts that employment effective December 28, 2020. The employment under this agreement incorporates all of the requirements under Government Code sections 21221(h) and 7522.56.
2. Duties: Price shall perform those duties and have those responsibilities that are commonly assigned to a police chief of a general law city in California, and as set forth in the job description for Police Chief. Price shall perform such other legally permissible and proper duties and functions consistent with the office of the Police Chief and assistance in the recruitment, evaluation and selection of a permanent Chief of Police, as deemed necessary by the City Manager.
3. Compensation: City shall pay Price an hourly rate of \$105.80, at the same time and intervals as other employees of the City are paid. This rate is consistent with the rate required under Government Code sections 21221(h) and 7522.56, as it is no more than the maximum, nor less than the minimum monthly base salary on the City’s salary schedule for the Police Chief classification, divided by 173.333 to equal an hourly rate. Price will receive no benefits, incentives, or compensation in addition to the hourly rate of pay.
4. Term: The term of this Agreement shall be from December 28, 2020 to December 27, 2021, unless terminated earlier by either Party or because the City hires a permanent Police Chief. Price shall serve at the will and pleasure of the City Manager and understands he is an “at-will” employee subject to summary dismissal without any pre-dismissal notice or hearing/meeting (e.g., “Skelly”) and that he is not entitled to post dismissal notice or hearing. Price will not acquire any property interest in the position of Interim Police Chief and is employed solely on a temporary basis to perform specialized services in accordance with Government Code sections 7522.56(c) and 21221(h).

The Agreement shall automatically terminate upon the occurrence of any of the following events:

The mutual agreement of the Parties;

Notice of termination is given by either Party;

The death or permanent incapacity of Price;

The City hires a permanent Police Chief;

Price works 960 hours in a fiscal year (July 1-June 30) for all California Public Employees’ Retirement System (“CalPERS”) employers; or

The City stops actively recruiting for a permanent replacement.

The Parties understand and agree that this appointment is made only during that time that the City is recruiting to fill the Police Chief position on a permanent basis and that this agreement will not be renewed or extended.

5. Maximum Hours. Price may not work more than 960 hours in a fiscal year (July 1 through June 30). The specific days and hours of work will be agreed upon by Price and the City Manager. Price also understands that if he works for more than one CalPERS agency during a fiscal year, the total number of hours worked for all CalPERS employers are included within the 960-hour maximum.
6. Effect on Retirement Benefits and Hold Harmless Agreement: The City makes no representation, promises, guarantees, or warranties, express or implied, on the impact, if any, this Agreement may have on Price's CalPERS' retirement benefits, status, duties, or obligations. Price acknowledges that in entering into this Agreement, he has not relied upon any representations by the City regarding the impact of this Agreement on his retirement benefits. Price releases the City from any and all claims related to CalPERS retirement benefits that may arise in connection with his employment under this Agreement.
7. 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.
8. Entire Agreement: Price and the City declare and represent that no promise, inducement, or agreement not discussed in this Agreement has been made between them and that this Agreement contains the entire expression of agreement between Price and the City on the subjects addressed in this Agreement.
9. Integration: This Agreement is intended by the Parties to be a fully integrated document. The terms of this Agreement are the complete, exclusive, and final embodiment of the Parties' intent and may be modified only in a written document signed by all Parties.
10. Negotiated Agreement: The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
11. Indemnification: Except as provided in paragraph 6, City shall defend, hold harmless, and indemnify Price against any claim for negligent tort or omissions, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged negligent act or omission occurring in the performance of his duties as Police Chief in accordance with the provisions of Government Code Sections 825. Said indemnification shall extend beyond termination of employment to provide full and complete protection to Price by City for any acts undertaken or committed in his capacity as Police Chief, regardless of whether the notice of filing of a lawsuit for such tort, claim, demand, or other legal action occurs during or following employment with City. City shall provide, at the City's expense, personal legal counsel for Price and shall consult with Price as to the selection of such counsel, if it is mutually determined by City and employee that personal legal counsel is necessary.

12. Notices: Any notices to be given under this Agreement by either Party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the Parties as set forth below, but each Party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing:

CITY: City of La Habra  
Attention: Human Resources  
110 East La Habra Boulevard  
La Habra, California 90633

PRICE: Jerry Price  
150 N. Euclid  
La Habra, CA 90631

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California in full force and effect as of the date of execution.

14. Assistance of Counsel: Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain it.

This Agreement is entered into this \_\_\_\_\_ day of December, 2020.

CITY OF LA HABRA

EMPLOYEE

\_\_\_\_\_  
JM SADRO, CITY MANAGER

\_\_\_\_\_  
JERRY L. PRICE

**ATTEST:**

\_\_\_\_\_  
LAURIE SWINDELL, CMC  
CITY CLERK  
CITY OF LA HABRA