

CITY OF HERMOSA BEACH

TEMPORARY EMPLOYMENT AGREEMENT FOR INTERIM POLICE CHIEF SERVICES

THIS TEMPORARY EMPLOYMENT AGREEMENT FOR INTERIM POLICE CHIEF SERVICES (hereinafter referred to as "Agreement") is made and entered into as of the 30th day of December, 2019, by and between the CITY OF HERMOSA BEACH, a California general law city (hereinafter referred to as "City"), and Michael McCrary, [REDACTED] (hereinafter referred to as "Employee").

RECITALS

- A. City desires to employ on an interim basis pursuant to California Government Code section 21221(h) the services of EMPLOYEE and EMPLOYEE desires to accept temporary employment as Interim Police Chief of the City of Hermosa Beach during the recruitment of a permanent Police Chief and until such time as a permanent Police Chief is appointed and commences employment.
- B. Employee is willing and fully qualified by virtue of his extensive experience in law enforcement and his specialized skills to perform these services for the City.

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

1. Duties. City hereby agrees to employ Employee on a temporary basis to serve as Interim Police Chief to perform the functions and duties specified in California Government Code sections 41601-41612 and to perform such other legally permissible and proper duties and functions as the City Manager may from time to time assign or as may be necessary or desirable in the opinion of Employee for the efficient management of the City's Police Department. Employee shall perform the services required under this Agreement on a fulltime basis during normal City operating hours, although the precise hours that Employee is in City Hall is left to his discretion; and further, Employee shall be available for attendance at City Council and other meetings during other hours as may be necessary. Under no circumstance may Employee work more than 960 hours during any City fiscal year.

2. Term.

A. The term of this Agreement shall commence December 30, 2019 and shall continue on a month-to-month basis until terminated as provided herein.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to terminate this Agreement at any time upon submitting thirty (30) days

written notice of termination to the City or the right of the City to terminate this Agreement, with or without cause, at any time. Employee is employed "at-will" and will not acquire a property interest in the position. Employee is a temporary employee employed to perform specialized services in accordance with Government Code section 21221(h).

3. Compensation. City agrees to pay Employee for his services rendered pursuant hereto compensation of seventeen thousand twenty-eight dollars and zero cents (\$17,028.00) per month, which amount is in conformance with the requirements of Government Code section 21221(h). City will provide a City-owned vehicle for Employee's use in the performance of his duties as specified by the City Manager. Employee is exempt from overtime under the Federal Fair Labor Standards Act.

4. Benefits. Employee is a retiree of the Public Employees' Retirement System and will thus, not be enrolled in CalPERS or have any CalPERS retirement contributions reduced from his salary or made on his behalf by the City. It is the understanding of the parties that Employee may not work more than 960 hours within the fiscal year occurring during the term of this Agreement without impacting her retirement benefits and having to be enrolled in CalPERS as an active employee. For that reason, Employee will be required to keep accurate time records of his hours worked to ensure that he does not exceed 960 hours within the fiscal years that occur during the term of this Agreement. Employee hereby waives all benefits provided to City employees, including retirement contribution, health/medical insurance, dental insurance, life and disability insurance, sick leave, vacation, unemployment insurance and similar benefits. That notwithstanding, Employee shall be entitled to observe all City holidays in the same manner as employees of the City.

5. General Expenses. City recognizes that certain expenses of a non-personal and generally job affiliated nature may be incurred by Employee and hereby agrees to reimburse Employee said necessary and reasonable expenses as are submitted to the City based upon expense receipts, statements, or personal affidavits, and audit thereof in like manner as other demands against the City. Out-of-town travel for which expense reimbursement will be sought shall be subject to advance approval by the City Manager.

6. Service Related Injury Income Protection. City and Employee agree that Employee is covered by the City's worker's compensation insurance policy.

7. Rules and Regulations. Employee is subject to the provisions of any personnel rules, regulations and other policies and procedures governing terms and conditions of employment whether now in existence or subsequently adopted by City. Such rules, regulations, policies, or procedures are incorporated into this Agreement by reference and shall govern unless there is a conflict with this Agreement.

8. Insurance. Employee shall at his own cost and expense procure and maintain in effect a policy of automobile insurance for use of his private vehicle with not less than \$100,000/\$300,000 coverage. This policy shall be considered primary insurance as regards the City and its officers, agents and employees as and when Employee is using his private vehicle for City business.

9. Liability. City agrees to indemnify, hold harmless and defend at its expense Employee from any and all claims, actions, losses, damages, charges, expenses or attorneys fees to which Employee may be subject to arising out of, or resulting from, the performance of this Agreement and Employee's duties hereunder as Interim Police Chief. Notwithstanding the foregoing, the City's obligation under this Section 9 shall not apply to any punitive or exemplary damages which may be awarded by a court against Employee; nor shall this paragraph apply to liability incurred by Employee for actions outside the scope of his services or which result from wrongful or malicious conduct or gross negligence, or through the use of any personal vehicle, all as to which Employee shall indemnify and hold City, its officers, agents and employees harmless.

10. Conflict of Interest. Employee affirms and warrants that he has no financial, contractual or other interest or obligation that conflicts with or is harmful to the performance of his obligations under this Agreement. Employee shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation.

11. Entire Agreement. This Agreement supersedes any and all other agreements, written or oral, between the parties, and contains all of the covenants and agreements between the parties. Each party acknowledges that no promises, representations, inducements or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied herein. No modification to this Agreement shall be effective unless reduced to writing and signed by both parties.

12. General Provisions.

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs-at-law and executors of Employee.

C. If any provision or any portion hereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable the remainder of this agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect provided that the principal purposes of this Agreement are not thereby frustrated.

D. The City is entering into this Agreement by virtue of the professional reputation, experience and competence of Employee. Hence, the obligations of Employee under

this Agreement shall not be assigned or subcontracted, nor shall the rights be delegated without prior written approval of the City Council.

E. The Employee shall comply with and adhere to all City policies, rules and regulations including but not limited to its policies regarding non-discrimination and sexual harassment.

Executed as of the day and year first above-written.

MICHAEL MCCRARY (EMPLOYEE)

By _____
Michael McCrary

CITY OF HERMOSA BEACH

By _____
MAYOR

ATTEST:

CITY CLERK