

AGREEMENT

THIS AGREEMENT FOR EMPLOYMENT, ("Agreement") is made this 30th day of June, 2008, by and between the CITY OF BELL, a general law city (the "City") and Pierangela Spaccia, an individual (the "Employee") pursuant to the following terms and conditions:

RECITALS

- A. The City is a charter city located in the County of Los Angeles, State of California; and
- B. The City desires the employment for services of Employee as the Assistant Chief Administrative Officer of City; and
- C. City and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of the Assistant Chief Administrative Officer; and
- D. Employee is willing to work as Assistant Chief Administrative Officer of City under the terms and conditions recited herein,

NOW, THEREFORE, CITY AND EMPLOYEE agree to the following:

Section 1. Novation

The parties hereto intend by the execution of this Agreement to terminate and replace all prior and written agreements existing by and between the parties, through and including the effective date of this Agreement.

Section 2. Conditions of Employment

It is the intention of the parties that from and after the effective date of this Agreement that the terms and conditions of Employee's employment as Assistant Chief Administrative Officer shall be governed exclusively by the provisions of this Agreement and applicable provisions of law.

Section 3. Duties

City agrees to retain Employee as the Assistant Chief Administrative Officer of City to have and exercise all of the powers, duties and responsibilities as Assistant Chief Administrative Officer as set forth in the Bell Municipal Code and other applicable laws and regulations, and to perform such other proper duties as assigned by the Chief Administrative Officer (CAO) of the City.

Section 4. Termination

The parties hereto may terminate this Agreement in one of the following ways:

- a. By mutual agreement of the parties; or
- b. By the death or retirement of Employee; or
- c. Employee is terminated for cause as a result of a conviction of a felony or for a crime involving moral turpitude. For purposes of this Agreement, the City shall have the burden of establishing by a preponderance of evidence that Employee was convicted of a felony or a crime of moral turpitude.
- d. By the City without cause upon giving thirty (30) days written notice to Employee of the termination of this Agreement. In the event of such termination, Employee shall receive a payment equal to the maximum severance allowance under California Government Code, Sections 53260 – 53264.

Upon termination by either party for whatever reason, Employee shall be entitled to receive an amount equal to all accrued and unused sick and vacation leave to which Employee is entitled pursuant to the terms of this Agreement, which shall be calculated in accordance with the adopted and approved policies of the City as of the date of termination and at the applicable rate of pay as earned and accrued.

Section 5. Basic Salary

Employee shall be paid a basic salary (hereinafter the "Basic Salary") as per the Agreement dated July 1, 2005. As of the date of this Agreement, the basic salary shall include the payment of employee's portion of FICA and Medicare sums as set by the Social Security Administration. Effective September 1, 2008, Employee shall receive a twenty percent increase, with a twelve percent annual increase thereafter, beginning July 1, 2009. Funding of the Governmental Money Purchase Plan will continue as per the existing Agreement.

Each adjustment to the Basic Salary as provided in this Section shall be subject to the condition that the City's Audited Statement of the General Fund Balance for the immediate past fiscal year prior to the adjustment evidences a positive cash position. In the event said Fund Balance for such fiscal year results in a negative cash position, the salary adjustment provided herein shall not take effect and Employee shall receive the previous amount of Basic Salary in effect prior to the adjustment as provided in the Agreement.

Section 6. Employment Fringe Benefits

Employee shall be entitled to the following Fringe Benefits in accordance with this Agreement:

- a. City agrees at its sole expense to provide Employee and her dependents with the opportunity to obtain all insurance benefits provided to the City's unrepresented executive management employees, including but not limited to, dental, health, and vision plans; and
- b. Employee shall be maintained by the City as a member of PERS and the City's Supplemental Plan pursuant to the contracts between the respective agencies and the City, as they now exist or may hereafter be amended, provided all Employee costs to maintain such membership in said plans shall be paid by the City; and
- c. Employee shall accrue vacation leave and sick leave in such amounts as Employee currently earns with the City, and calculated on the applicable basic salary rate; and
- d. City agrees to fully fund FICA and Medicare obligations associated with Employee; and
- e. City may pay annual professional dues and fees on behalf of employee approved annually in the City budget by the City Council.

Section 7. Expense Reimbursement

Employee shall be entitled to reimbursement for actual expenses incurred by her in the performance of her duties as Assistant Chief Administrative Officer of City. All such expenses shall be reviewed and approved by the CAO or shall be paid pursuant to policies and or directives heretofore or hereafter issued by the City Council relating to such reimbursement.

Section 8. Indemnification

City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment or action, of any type or kind, arising out of any act or failure to act, by Employee, if such act or failure to act was within the course and scope of Employee's employment. City may compromise and settle any such claim or suit provided City shall bear the entire cost of any such settlement.

Section 9. No Reduction of Benefits

City shall not at any time during the Term of this Agreement reduce Employee's Basic Salary or Fringe Benefits package to which Employee is entitled as provided in accordance with this Agreement, unless an identical across-the-board reduction in compensation and benefits is ordered for all other employees of City.

Section 10. Effect of Agreement

The execution of this Agreement shall not operate as a waiver of any claims either party hereto may have against the other party arising out of their prior relationship of employer-employee.

Section 11. Employee Evaluation

Subject to the CAO providing a recommendation and draft performance evaluation of Assistant Chief Administrative Officer to the City Council on or before August 1 of each year (commencing August 1, 2009) of the Term, the City Council shall annually conduct an evaluation of the performance of Employee. Employee shall be fully informed of the details of such evaluation and shall have a reasonable opportunity to present her views, with reference to such evaluation, to the City Council. All materials and comments made as part of the evaluation process shall be and will remain confidential.

Section 12. Outside Employment

a. During the Term of this Agreement, Employee shall not engage in outside employment of any kind without the prior written consent of the CAO. This shall be at the sole discretion of the CAO whether to grant or deny such consent, provided there is no conflict of interest of Employee due to such outside employment.

b. Employee, after the termination of her employment or term of office, shall not for compensation during a period of two (2) years from the date of termination of employment, represent, aid, advise, counsel, consult or assist in representing any other person (other than City), before any court or public agency or any officer or employee thereof by making any formal or informal appearance, or by making any oral or written communication with the intent to influence, in connection with any proceeding if both of the following apply:

- 1) The City of Bell or affiliated public entity, is a party or has a direct and substantial interest.
- 2) The proceeding is one in which Employee formerly participated.

Section 13. Notices

Any notice required or permitted by this Agreement shall be in writing and shall be personally served upon the party to be notified, or shall be deposited in the custody of the United States Postal Service, or its successor, postage prepaid, and addressed as follows:

To City:	City of Bell 6330 Pine Avenue Bell, California 90201 Attn: CAO
To Employee:	Pierangela Spaccia At her home address, which shall be maintained on file with the City Clerk.

Notices shall be deemed given as of the date of personal service of five (5) consecutive calendar days following deposit of the same in the custody of the United States Postal Service.

Section 14. Binding Effect

The provisions of this Agreement shall be binding upon the parties hereto and their respective successors in interest.

Section 15. Section Headings

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

Section 16. No Presumption Re: Drafter

The parties hereto 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 same. 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.

Section 17. Assistance of Legal Counsel

Each party to this Agreement warrants to each other party, as follows:

- a. That each party either had the assistance of legal counsel or had legal counsel available to it, in the negotiation for and execution of this Agreement and all related documents; and
- b. That each party has lawfully authorized the execution or has executed this Agreement.

Section 18. Severability

This Agreement is severable, and if any provision or part hereof is judicially declared invalid, the remaining provisions shall remain in force and effect.

Section 19. Modification

This Agreement shall not be modified except by written agreement of the parties.

Section 20. Effective Date

This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement for
Employment to be executed as follows:

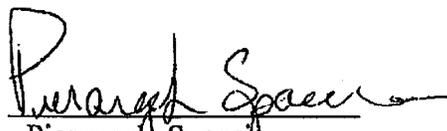
("City")
CITY OF BELL, CALIFORNIA

By: 
Robert A. Rizzo, Chief Administrative Officer

Attest:

By: 
Rebecca Valdez, City Clerk

"Employee"

By: 
Pierangela Spaccia



Member Services Division, P.O. Box 4000, Sacramento, CA 95812-4000
CalPERS (888) CalPERS (225-7377) • Telecommunications Device for the Deaf - (916) 526-3240

Request for Service Credit Cost Information Additional Retirement Service Credit (ARSC)

Part 1: Member Information

Name Pier'Angela Spaccia Social Security Number _____
 Former Name (if applicable) _____ Current Employer City of Bell
 Mailing Address _____ City J State _____ ZIP Code _____

Part 2: Documentation of Service

I have attached a copy of the estimate to purchase service credit. If not, indicate why: _____

Based upon the attached service credit purchase estimate, how many years of ARSC do you intend to purchase? (check one box only) A separate election document with detailed payment options will be mailed to you once this form has been processed.

1 year 2 years 3 years 4 years 5 years
 Have you requested this cost information before? Yes No If yes, enter date request was submitted / /
 Have you submitted a retirement application? Yes No If yes, enter retirement date / /
 Do you anticipate purchasing this credit with a rollover or plan-to-plan transfer of pre-tax funds? Yes No

Part 3: Certification of Non-Government Employment

(Please refer to the instruction page for information on completing this section.)

I have read the preceding instruction page and certify that I have at least 5.0 years of service (as calculated according to the instruction page) that has not been taken into account or received under this government plan. Such service is for employment other than as an employee of a CalPERS covered employer, a government agency, an educational organization, or a government employees association. I hereby certify that the above information is true and correct and understand that I may need to provide documentation of such employment, if requested.

Signature Pier'Angela Spaccia Date 5/15/04

Sign and date this request form, make a copy of your request for your records, and attach a copy of your online service credit purchase estimate.

Mail all materials to CalPERS Member Services Division, P.O. Box 4000, Sacramento, CA 95812-4000.

- MAY 04 2004 10:21 FR CITY OF BELL

323 771 9473 TO 19165584019

P. 15/15

Social Security Number: _____

Date: _____

FULL NAME: PierAngela Spaccia**ADDITIONAL RETIREMENT SERVICE CREDIT**

Cost Estimate Program for Local Miscellaneous (Public Agency) CalPERS Members

INPUTS			RESULTS		
Employment Category			Service To Purchase	Cost for that Service	180 Monthly Payments
Retirement Formula	2% @ 55	▼	1 Year	\$15,034	\$143.27
Cost of Living Adjustment (COLA) %	2%	▼	2 Years	\$30,067	\$286.53
Formula Type	Modified	▼	3 Years	\$45,101	\$429.80
Final Compensation Period (in years)	1	▼	4 Years	\$60,135	\$573.07
Post Retirement Survivor Allowance	Yes	▼	5 Years	\$75,169	\$716.33
Date of Calculation	June 30, 2004		Installment payments may not be less than \$15 per month or extend beyond 180 months. Interest, computed at 8.25%, will be added if a payment plan is selected.		
Date of Birth	September 19, 1958				
Years of Service at Date of Calculation	18.500				
Monthly Payrate	\$8,525.83				

Please remember that the results from this spreadsheet calculation are only estimates and are provided to assist you with your financial planning. Your actual service credit cost will be determined when you formally submit your request.

INPUT INSTRUCTIONS:

- Social Security Number & Name:** Enter complete number and full name.
- Retirement Formula:** Select your current retirement formula.
- Cost of Living Adjustment (COLA) %:** Select the COLA percentage your current employer contract provides.
- Formula Type:** Select "Modified" if you contribute to Social Security for your current employment. Otherwise, select "Full".
- Final Compensation Period (in years):** Select "1" if your current employer provides a 12 month average payrate calculation for computation of your retirement benefits. Otherwise, select "3".
- Post Retirement Survivor Allowance:** Select "Yes" if your current employer contracts for post retirement survivor allowance (PRSA).
- Date of Calculation:** Enter the anticipated date CalPERS will receive your request. (mm/dd/yy)
- Date of Birth:** Enter your date of birth. (mm/dd/yy)
- Years of Service at Date of Calculation:** Enter estimated service credit. (xx.xxx)
- Monthly Payrate:** Enter your highest full-time payrate plus any special compensation earned over the last 36 months. If reinstated from retirement, enter the Final Compensation (average payrate) used in the prior retirement calculation if higher than your current payrates.
- To convert a non-monthly payrate to a monthly rate:
 Hourly payrate multiplied by 173.333 = monthly rate
 Daily payrate multiplied by 21.6667 = monthly rate

Print and circle the number of years of credit you would like to purchase. Attach to the Additional Retirement Service Credit request form and mail to CalPERS according to the instructions.



MEMBER INFORMATION	
Date:	08/18/2004
SSN:	
Birthdate:	
Employer:	City of Bell
Monthly Payrate (including any special compensation reported by your employer):	\$8,525.83
COST INFORMATION	
Service Credit Type:	Additional Retirement Service Credit
Lump Sum Cost:	\$71,085.39
ESTIMATED MONTHLY PENSION INCREASE:	\$598.39 if you retire at Age 50*

Dear Pier Angela Spaccia:

CalPERS has determined that you are eligible to purchase Additional Retirement Service Credit (ARSC). Enclosed in this packet is detailed information on the purchase of ARSC including disclosures on purchasing such service credit, payment options, and use of certain payment options. Please read this information carefully, as ARSC in some instances is treated differently than other service credit purchases and we will only accept certain payment methods if you qualify.

Attached are the following forms for your review and/or response:

- Explanation of Payment Options (Attachment 1)
- Installment Payment Guidelines (Attachment 2a & 2b)
- Choose your Installment Payment (Attachment 3)
- Employment Certification and Your Payment Options (Attachment 4a & 4b)
- Disclosure related to Transfers from 403(b) or 457 plans for the purchase of ARSC (Attachment 5)
- Election to Purchase Service Credit (Attachment 6)
- Rollover/Transfer Information and Certification Forms (Attachment 7a – 7e)

If elected, this service will be credited to your retirement account as shown below:

Employer Name	Retirement Formula	Category	Year(s) of Service Credit
City of Bell	2% @ Age 55 (PA Misc)	Misc.	5.000
Total Service			5.000

HOW THE COST WAS CALCULATED

The cost to purchase this service credit is calculated using a "present value" method, which is based on your highest monthly full-time pay rate and an average of any special compensation (i.e., uniform allowance, holiday pay, longevity pay, etc) reported to CalPERS by your employer during the last 36 months. This provides us the best estimate of the potential future Final Compensation figure that may be used at retirement for calculating your retirement benefit. We look at the projected retirement benefit increase you may receive from this additional service credit (at retirement, disability, death, or other termination from employment). Then, we convert that to a lump sum cost in today's dollars.

Determining the increase to your future benefits involves a number of actuarial assumptions, including projected age at retirement, life expectancy, and the probability that some may never receive a service retirement benefit but instead become disabled, die, or terminate their CalPERS membership. These probabilities are the same assumptions used to ensure all our benefits are adequately funded.

The actuarial tables used in this process are updated as needed due to existing benefit changes, new benefits mandated by law, changes in retirement assumptions to reflect our current best estimate of retirement patterns, or other actuarial factors. **NOTE: The actuarial tables are scheduled to change December 30, 2004, and may affect the cost of this benefit. The best location to receive the most current information on the actuarial assumptions is on our website at www.calpers.ca.gov.**

Remember, your election to purchase service credit is irrevocable. Once your election purchase is processed, any future changes to these assumption factors will not affect the cost of your service credit purchase.

ESTIMATED MONTHLY PENSION INCREASE

The estimated monthly pension increase information included herein is based upon the highest retirement pension option and was calculated using the highest monthly pay rate and an average of any special compensation (i.e., uniform allowance, holiday pay, longevity pay, etc) reported to CalPERS by your employer during the last 36 months. This amount is only an ESTIMATE; whereas, your actual retirement allowance will be based upon your highest average monthly pay rate for 12 or 36 months of consecutive employment based on your employer's contract.

For **SAFETY MEMBERS** purchasing additional safety service, keep in mind that the percentage of retirement allowance to which you will be entitled under the Safety formula is limited to a percentage of your average CalPERS compensation at the time of retirement. The estimated monthly pension increase shown above takes your current posted service and benefit cap into consideration.

If you **RETIRE ON DISABILITY**, this additional service credit may not benefit you and cannot be used to qualify for, or change the method of calculating benefits. You may request a retirement estimate with and without this additional service credit by submitting a CalPERS Retirement Allowance Estimate Request Form (MSD 470) along with a copy of this cover letter or use the Retirement Planning Calculator on our website at <http://www.calpers.ca.gov>. If you need additional information or retirement counseling, please contact CalPERS at (888) 225-7377.

VESTING FOR BENEFITS

The law specifically states that this service credit option cannot be used to qualify for health, retirement, or any other benefits.

NEXT STEP:

- If you are not interested in purchasing the additional service credit at this time, no response is needed. You may request to purchase this service anytime prior to your retirement date, while still in eligible employment.
- If you wish to purchase the additional service credit, review the remaining information within this packet, complete, sign and return the enclosed Employment Certification and Your Payment Options worksheet along with the Election to Purchase ARSC, to the address provided. The Election to Purchase ARSC is irrevocable and must be returned within 30 days.

Under current law, you may only make one election for the purchase of ARSC. Ensure that this packet contains information on the amount of ARSC you would like to purchase.

An Election to Purchase Service Credit is irrevocable. Once elected, any future changes to the actuarial assumptions or interest rate will not apply to service credit already purchased or an existing payment schedule.

If your Election to Purchase Service Credit is not received within 30 days, the cost could be recalculated.

If you wish to use a plan-to-plan transfer or rollover funds to pay for this service credit purchase, the certification forms and check must be received with your Election to Purchase ARSC form. If you are retired or retire, a transfer or rollover will only be accepted if received within 120 days of your retirement date.

You may obtain additional information on all programs administered by CalPERS by visiting our website at <http://www.calpers.ca.gov>. This site includes a retirement planning calculator, which can provide you with an estimate of your monthly retirement benefit.

If you have any questions, please contact us at (888) 225-7377.

Explanation of Payment Options

Review and complete the “Employment Certification and Your Payment Options” Attachments 4a & 4b), for the payment options available to you.

The information below is intended as a brief overview; further details about your options are included in the attached forms.

Lump Sum

A check or money order made payable to CalPERS must be submitted with your Election to Purchase ARSC form (a.k.a.: Election form). If certification is also received and approved when you submit your Election form, these funds may be rolled over from a qualified plan (Attachments 7a-7e).

Installment Payments - (Attachment 2a – 2b)

Payroll Deductions – *Active CalPERS members, who are currently working for a contracted CalPERS employer:*

You may elect to have deductions taken from your salary. The payment amount will be deducted in addition to any normal contributions. The payment schedule will include interest through the completion of payments at the rate of 8.25%. Any future interest rate change will not apply to any existing payment schedule. You will also have the option to choose whether or not you would like these deductions taken on an after-tax or a pre-tax (tax-deferred) basis, as long as this option is provided by your current employer (see attachments 2a, 2b, and 6).

If you elect payroll deductions and a balance is remaining at the time of retirement, you may complete the payment by having equivalent monthly deductions taken from your retirement allowance on an after-tax basis. CalPERS will authorize such deductions unless you notify us otherwise.

If you separate from CalPERS covered employment, it is YOUR responsibility to notify CalPERS in order to establish a direct payment schedule. Please note that interest continues to accrue on the remaining balance until it is paid in full.

Direct Payments – *Inactive CalPERS members, who have separated from CalPERS covered employment and who have not yet retired:*

Payments will be made by sending monthly payments directly to CalPERS. This payment schedule includes interest through the completion of payments at the rate of 8.25%. Any future interest rate change will not apply to any existing payment schedule. All future payments are due no later than the 10th of each month. Do not send cash. Checks or money orders must be made payable to California Public Employees' Retirement System (CalPERS), Attention Section 835 SPU/DP, labeled “Direct Payment”, and must include your full name and social security number for proper crediting.

Under the direct payment option you will be subject to a breach of contract if payments are not made as specified above. Should the payments become delinquent for 90 calendar days, CalPERS will:

- Cancel the service credit election,
- Refund all direct payments received without interest; and
- Remove the service that was credited based on the election.

Deductions from Retirement Allowance – *This option is for those members who have retired or are retiring within 90 days:*

Payments can be made by having equivalent monthly deductions taken from your retirement allowance on an after-tax basis. CalPERS will authorize such deductions unless you notify us otherwise.

Partial Payment with Installment Payments

A partial payment can be made with your election. The balance owed on the election will be set up on either the payroll, direct or retirement installment payment plan. On the payroll installment payment plan, you will have the option to select either the after-tax basis or a pre-tax basis (tax-deferred), if your current employer provides this option. The payment amount will be deducted in addition to any normal contributions. The payment schedule will include interest through the completion of payments at the rate of 8.25%. Any future interest rate change will not apply to any existing payment schedule. You will also have the option to choose whether or not you would like these deductions taken on an after-tax or pre-tax (tax-deferred) basis, as long as this option is provided by your current employer (see attachments 2a, 2b, and 6).

Installment Payment Guidelines

Installment payments may be selected as the payment method for purchasing service credit. These guidelines provide information to assist you in determining which installment payment plans are available and best suited to your needs.

	Pre-Tax (Tax-Deferred) Payroll Deductions	After-Tax Payroll Deductions	After-Tax ONLY Direct Payments OR Retirement Deductions
What is the difference?	The installment payment deductions are taken before taxes are applied to your earnings, so the installment amount is not taxed until refunded directly to you or paid to you in the form of your monthly retirement allowance. Only payroll deductions can be pre-taxed.	The installment payment deductions are taken after taxes are applied to your earnings, so the deduction amount has been taxed.	<u>Direct Payments</u> are submitted monthly by personal check or money order. Note: Electronic Fund Transfers (EFT) cannot be accepted to make this payment. <u>Retirement deductions</u> are taken monthly from your retirement allowance.
Am I eligible?	You are eligible if reported on a State of California payroll. Otherwise, you are eligible only if your employer has a resolution with CalPERS to participate in the Pre-Tax Payroll Deduction Plan. If you select pre-tax installment payments but your employer does not participate, the deductions will be authorized as after-tax.	You are eligible if installment deductions can be reported on payroll to CalPERS.	You are eligible only if you are no longer reported on payroll to CalPERS, or if you receive a CalPERS monthly retirement allowance.
When can I select this installment payment plan?	The selection can be made: <ul style="list-style-type: none"> • if your employer has an approved resolution to participate in the Pre-Tax Payroll Deduction Plan on file with CalPERS; • when you become employed by or switch to employment with a participating employer; or • when you wish to switch from after-tax payments. Pre-tax payments will be reported on a prospective (future date) basis only. 	The selection can be made: <ul style="list-style-type: none"> • when you are again reported on payroll to CalPERS; or • when you switch to employment with an employer who is not participating in the Pre-Tax Payroll Deduction Plan. 	The selection can be made when you are no longer reported on a payroll to CalPERS due to separation from employment or at retirement if your Election Document is received prior to retirement.

Installment Payment Guidelines (continued)

	Pre-Tax (Tax-Deferred) Payroll Deductions	After-Tax Payroll Deductions	After-Tax Direct Payments OR Retirement Deductions
Will I receive a monthly bill/statement?	No. A notice indicating the number and amount of deductions will be sent.	No. A notice indicating the number and amount of deductions will be sent.	No. A letter of instructions for direct payments will be sent. If retiring, you will see the monthly deduction taken from your monthly retirement allowance.
Will my payment selection apply to any other service credit purchases I may have now or in the future?	Each service credit election requires its own payment method selection. For example, you may select pre-tax installment payments to convert Second Tier service and after-tax payments to purchase military credit, redeposit, or any other credit you are eligible to purchase.	Each service credit election requires its own payment method selection. If your employer does not participate in the Pre-Tax Payroll Deduction Plan, after-tax is the only installment plan available for each of your elections.	Each service credit election requires its own payment method selection. If you are not reported on payroll to CalPERS, direct payments or retirement allowance deductions are the only installment plans.
Can I later change my payment plan, make a partial or a lump sum payment if I am not separating from employment?	No. Once started, pre-tax deductions cannot be changed, a partial payment may not be applied, nor can the balance be paid off prior to completion of payment as long as you are reported by an employer participating in the Pre-Tax Payroll Deduction Plan. You cannot switch to after-tax payroll deductions.	Yes. The number and/or amount of deductions may be changed. You may make a partial payment, complete a balance due payment, or switch to a pre-tax deduction plan if employed by a participating employer.	
What happens when I do separate from employment or retire?	Pre-tax deductions must continue if subsequently employed by another CalPERS - covered employer participating in the Pre-Tax Payroll Deduction Plan. Otherwise, the payments will be continued as after-tax deductions, either on payroll reported to CalPERS, through direct payments, or through monthly retirement allowance deductions. You may request to make a partial payment or complete a balance due payment.	Deductions will be continued if reported on payroll by a new CalPERS - covered employer. If employed by a participating employer, you may request pre-tax deductions. If not reported to CalPERS, direct payments or monthly retirement allowance deductions are available. You may also request to make a partial payment or complete a balance due payment.	Not applicable. Payment change options remain as stated in the section directly above.

Contact CalPERS if you have further questions on your installment payment plan selection, if you wish to change an existing payment plan, or if your employer or employment status changes.

Choose Your Installment Payment

Your minimum bi-weekly installment payment is provided on your Election to Purchase Service Credit form for the lump-sum cost of \$71,085.39.

If you want a higher installment payment amount than the one that is shown on the Election to Purchase Service Credit form (Attachment 6), amend your Election to Purchase Service Credit form with the amount desired. You can choose an amount as shown below, or if another amount is desired, the number of payments will be adjusted accordingly. **By law, a payment schedule may be a maximum of 390 bi-weekly installments with a minimum bi-weekly payment of \$6.93.** Interest will continue to accrue through the end of the payment period you select.

Payment Period in Bi-weekly	=	Estimated Bi-weekly Installment Payment Amount
26 (1 year)	=	<u>\$2,848.19</u>
52 (2 years)	=	<u>\$1,480.52</u>
78 (3 years)	=	<u>\$1,025.57</u>
104 (4 years)	=	<u>\$798.81</u>
130 (5 years)	=	<u>\$663.33</u>
156 (6 years)	=	<u>\$573.47</u>
182 (7 years)	=	<u>\$509.70</u>
208 (8 years)	=	<u>\$462.20</u>
234 (9 years)	=	<u>\$425.58</u>
260 (10 years)	=	<u>\$396.55</u>
286 (11 years)	=	<u>\$373.04</u>
312 (12 years)	=	<u>\$353.67</u>
338 (13 years)	=	<u>\$337.48</u>
364 (14 years)	=	<u>\$323.79</u>
390 (15 years)	=	<u>\$312.10</u>

Information on Employment Certification and Your Payment Options

If you will be electing to purchase ARSC, you must complete, sign, and return the second page of this form. *If it is not received with the election form and an appropriate payment method, your election will be considered invalid and returned to you.*

STEP 1 – How Do You Intend To Pay For Your Purchase of ARSC?

A “**rollover**” is a pre-tax transfer after a distribution event has occurred (as defined by the plan, but typically qualifying events are employment separation, retirement, or disability). An “**in-service, plan-to-plan transfer**” (or “in-service transfer” as used herein) is a pre-tax transfer of funds from your current employer’s plan prior to a distribution event. Further information and instructions on “rollovers” and “in-service, plan-to-plan transfers” is available on attachment 7a, “Using a Plan-to-Plan Transfer or Rollover for the Purchase of Additional Retirement Service Credit (ARSC)”.

If you will be paying for your purchase of ARSC ...	Then ...
<input type="checkbox"/> In part or full with: <ul style="list-style-type: none"> • after-tax funds • installment payments • an <u>in-service transfer</u> of pre-tax funds from a 403(b), or a governmental 457 plan 	You must have certified corresponding service at least equal to the payment made from this category in order to qualify to use these payment options. Continue to Steps 2, 3, 4, 5, and 6.
<input type="checkbox"/> In full with: <ul style="list-style-type: none"> • a <u>rollover</u> of pre-tax funds from a 401(a), 401(k), 403(a), 403(b), governmental 457, Traditional/Contributory IRA, or a Conduit IRA that originated from one of these plan types • an <u>in-service transfer</u> from a 401(a), 401(k), 403(a), Traditional/Contributory IRA, or a Conduit IRA that originated from a 401(a), 401(k), 403(a), 403(b), or a governmental 457 plan 	Corresponding service is not required for these payment options. Go directly to Step 6.

STEP 2 – Calculating and Certifying Corresponding Service: You may have previously provided employment certification, however, due to a change in the criteria you are being asked to re-certify and perform calculations based upon that service to determine the payment options available for your purchase of ARSC.

Acceptable employment includes any employment for which you received tangible compensation that has not been credited under CalPERS. For instance, the corresponding service may be compensated private sector or self-employment, as well as prior military or government service (including service with an educational organization or government employees’ association) that has not been credited under CalPERS. While you are not required to provide documentation of this employment at this time, it may be required in the future should federal guidance be issued. Acceptable documentation for such employment would be determined when federal guidance is issued.

As more fully explained in the examples below, service may be calculated using either a elapsed time or hourly method. For each calendar year, use one of the methods shown below. Once you’ve completed each calculation, add the total (up to the 5.000 year maximum) and enter it in Step 3 at the top of the next page. Enter “0” if you have no service to certify.

The elapsed time method is for reasonable steady employment. Convert the accumulated years, months, and days to a ratio as indicated below.

1 Year = 1.000

1 Month = 0.100 (if more than 10 months were worked, convert this to one year)

1 Day = 0.00333

Example: 2 years, 8 months, 5 days = 2.817

The hourly method is for intermittent or variable employment. Convert the total hours worked for each year to a ratio as indicated below. Then, add the yearly amounts for the total certifiable service.

Totals hours per year _____ ÷ 500 = _____ of one year of service.

If the result is greater than 1.000, use 1.000.

Example: 323 ÷ 500 = 0.646

Employment Certification and Your Payment Options

STEP 3 – Certifying Corresponding Service: I have read the preceding instructions and certify that I have compensated corresponding service not credited in CalPERS equal to at least _____ year(s). I am aware that CalPERS is not requiring that I include documentation of such service credit at this time, however, it may be required in the future should federal guidance be issued.

STEP 4 – Determining Your Payment Options:

Which is greater, the years of ARSC you wish to purchase or the amount of corresponding service you certified above? If your certified corresponding service is...
Then...

equal to or greater than the total credit you wish to purchase

All payment options provided in this packet are available to you. Continue to Step 6.

less than the total credit you wish to purchase

Continue to Step 5.

STEP 5 – Perform the following calculations after inserting the corresponding service you certified above:

Line (A): Enter the years of corresponding service certified above. (If greater than 5.000, use 5.000.)

Line (B): The years of ARSC to be purchased with this packet.

Line (C): The lump sum cost of this service credit purchase.

(A) _____ ÷ (B) 5.000 = _____ X (C) \$71,085.39 = (D) \$ _____

(C) \$71,085.39 – (D) _____ = (F) \$ _____ This represents the portion of your credit purchase which is not based on corresponding service. **For your purchase to be approved, at least this amount must be paid for with the payment options listed directly below that do not require certification of corresponding service.** If you are unable to make this payment, you may wish to elect less credit or to delay the election until an alternate payment method is available. Continue to Step 6 to complete and sign this form.

Payment Options which do not require certification of corresponding service.

- Rollover of pre-tax funds from:
 - 401(a), 401(k), 403(a), 403(b), governmental 457
 - Traditional/Contributory IRA
 - Conduit IRA that originated from one of the previously mentioned plan types
- In service, plan-to-plan transfer from:
 - 401(a), 401(k), and 403(a)
 - Traditional/Contributory IRA
 - Conduit IRA that originated from a rollover of a 401(a), 401(k), 403(a), 403(b), governmental 457

STEP 6 – Check the appropriate box, sign, date, and return this form with your Election to Purchase ARSC

(From Step 1) I am paying for my purchase of ARSC in full with a rollover or in-service, plan-to-plan transfer from a plan type listed directly above which does not require certification of corresponding service.

(From Step 4) I have certified corresponding service equal to or greater than the amount of ARSC to be purchased.

(From Step 5) I have completed the employment certification and payment option calculation; I understand that if

directly above, my Election will be invalid and returned to me.

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I ALSO CERTIFY THAT I HAVE READ THE ATTACHED SHEET "IMPORTANT INFORMATION ON TRANSFERS FROM 403 AND 457 PLANS".

Signature: _____ **Date:** _____

**IMPORTANT INFORMATION ON TRANSFERS FROM 403(b) OR 457 PLANS
TO PURCHASE ARSC AND THE FEDERAL TAX LAW**

Assembly Bill 719 added section 20909 to the Government Code. This new section allows eligible members of the California Public Employees' Retirement System (CalPERS) to purchase up to five years of Additional Retirement Service Credit (ARSC). ARSC is not based on actual employment with a CalPERS covered employer. Instead, it is "permissive" service credit available to members to increase their retirement by making voluntary, additional contributions.

The Internal Revenue Service (IRS) has not yet issued formal rules on purchases of permissive service credit. Some have suggested that the Internal Revenue Service (IRS) will require the purchase of permissive service credit to reflect some sort of actual "service" in order for in-service, plan-to-plan transfers from 403(b) or 457 governmental plans to be used to pay for ARSC. As a result, CalPERS is acting prudently by requiring members to certify to "corresponding service" before assets from 403(b) and 457 plans may be transferred in-service to purchase ARSC. The corresponding service may be for compensated private sector or self-employment, as well as prior government or military service that has not been credited under the CalPERS plan.

However, there is a slight risk that even with certifying to the "corresponding service," the IRS may find that in-service transfers¹ from 403(b) or 457 plans are not permissible to purchase ARSC. In this event, CalPERS may be required to take corrective measures, such as reversing the transferred amounts and related earnings back to the transferor plan. Alternatively, the IRS could treat the amount transferred from these accounts as taxable income on the date it was transferred. In addition, the transfers made to the CalPERS defined benefit plan might be treated as after-tax contributions and subject to the \$41,000 annual additions limit imposed by section 415(c) of the Internal Revenue Code.

To help CalPERS members achieve the greatest amount of portability of their retirement accounts with the least amount of risk, CalPERS is requesting a ruling from the IRS that amounts may be transferred from a 457 plan to the CalPERS defined benefit plan to purchase ARSC without corresponding service. Therefore, in the interim, CalPERS is including this notice to members so they are aware of the potential risks associated with in-service transfers from 403(b) and 457 plans to purchase ARSC. Members should be aware of these risks, however slight, before electing an in-service transfer of funds from these accounts to purchase ARSC.

An in-service, plan-to-plan transfer (also referred to as an in-service transfer) is a direct transfer of assets between retirement plans in which the funds go directly to CalPERS. An in-service transfer allows a participant to avoid current taxation on the amount transferred and, unlike a rollover, it is permitted in the absence of a distribution event (i.e., separation from service, retirement, disability, or death).

Election to Purchase ARSC

Reply to Section: 835

Refer to No.:



Member Name: **Pier' Angela Spaccia**

Employer Name: **City of Bell**

You informed me on August 18, 2004 of my right to elect to contribute and receive service credit for my Additional Retirement Service Credit from CalPERS. If my election is received 30 days after the mailing date of this letter, this cost may be recalculated.

CHECK THE OPTION(S) DESIRED

Lump Sum Payment Option: I hereby elect to purchase and receive additional service credit under the provisions of law and I enclose \$71,085.39. (Payment must be included when the election is filed with CalPERS.)

For Plan-To-Plan Transfer or Rollovers:

I have included the appropriate plan-to-plan/rollover certification documents with this election.

I hereby elect to receive service credit as provided by law and authorize the deduction from my salary of \$312.10 for 390 Bi-weekly payments or I authorize deductions from my salary of \$_____ for payments (see Choose Your Installment Payment, Attachment 3). I understand that this payment amount is in addition to my normal contributions and will be deducted on an after-tax basis. This payment schedule includes interest through the completion of payments at the rate of 8.25%.

Partial Payment with Installment Payment Option: I hereby elect to receive service credit as provided by law and enclose \$_____ as partial payment. I authorize the amount allowed by the retirement law or I authorize deductions from my salary of \$_____ (deductions can not be less than the minimum amount stated on the Choose Your Installment Payment, Attachment 3).

I understand that this payment amount is in addition to my normal contributions and will be deducted on an after-tax basis. This payment schedule includes interest through the completion of payments at the rate of 8.25%.

If you are retiring within the next 90 days, please indicate your planned retirement date: _____

I UNDERSTAND THIS ELECTION IS IRREVOCABLE ONCE ELECTED ANY FUTURE CHANGES WILL BE AT MY OWN RISK

ACTUARIAL ASSUMPTIONS OR INTEREST RATE WILL NOT AFFECT THE COST OF SERVICE CREDIT ALREADY PURCHASED OR AN EXISTING PAYMENT SCHEDULE.

I have completed, signed, and attached the "Employment Certification and Your Payment Options" form.

Signature: _____ Date: _____

Address: _____ Telephone # (daytime) _____

FOR DEPARTMENTAL USE ONLY

<i>Deposit Date:</i>	<i>Amount:</i>	<i>By & Date:</i>
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PERS01M0026 (04/04)

Using A Plan-to-Plan Transfer or Rollover for the Purchase of Additional Retirement Service Credit (ARSC)

An **in-service, plan-to-plan transfer** is a transfer of funds from one "eligible retirement plan" directly to another at your request, prior to a distribution event (i.e., termination, retirement, death). Because there is no distribution to you, the transfer is tax-free. At this time, CalPERS will accept plan-to-plan transfers from the following types of accounts:

- A plan qualified under 401(a), including a profit sharing plan, stock bonus plan, a money purchase pension plan, and a defined benefit plan;
- A 401(k) plan;
- A 403(a) annuity plan and a section 403(b) tax-sheltered annuity plan;
- A governmental 457 plan;
- A traditional IRA as described in section 408(a) or (b), which includes conduit and contributory IRAs, but not educational or ROTH IRAs.

Prior to processing any transfer from a 403(b) or governmental 457 plan, read attachment 5, "Important Information on Transfers from 403(b) or 457 Plans to Purchase ARSC and the Federal Tax Law".

A **rollover** is a tax-free transfer of money after a distribution event occurs (i.e. termination, retirement, death). Rollovers can be either direct or indirect. A direct rollover is similar to a plan-to-plan transfer to the extent that funds are transferred directly from one "eligible retirement plan" to another. Unlike a plan-to-plan transfer or a direct rollover, an indirect rollover occurs after you have received an actual distribution of the funds. You have 60 days from date of receipt of the funds to roll them over to an "eligible retirement plan." If you do not rollover the funds to an "eligible retirement plan" within the 60-day period, the distribution is includable in your gross income at the time the distribution was made. CalPERS is able to accept rollovers from the following types of accounts:

- A plan qualified under 401(a), including a profit sharing plan, stock bonus plan, a money purchase pension plan, and a defined benefit plan;
 - A 401(k) plan;
 - A 403(a) annuity plan and a section 403(b) tax-sheltered annuity plan;
 - A governmental 457 plan;
 - A traditional IRA as described in section 408(a) or (b), which includes conduit and contributory IRAs, but not educational or ROTH IRAs.
- Funds received as an indirect rollover as described above, may be acceptable if accompanied by sufficient certification. Contact CalPERS for instructions and the additional certification form prior to requesting the indirect rollover.
 - Funds received as a beneficiary of a deceased spouse may be accepted if accompanied by certification of entitlement to those funds in addition to the plan certification requested below. Contact CalPERS for additional entitlement certification information if this is your situation.
 - CalPERS can accept rollovers and in-service plan-to-plan transfers from the State DPA Savings Plus Program (SPP) 401(k) and 457 plans. SPP's Purchase of Service Credit distribution forms are available at www.sppforu.com, under 'Plan Info & Forms', or by calling SPP at (866) 566-4777.
 - **CalPERS does not initiate the transfer of funds or complete the documents for you to draw your funds.** You will be responsible for obtaining certification from your plan administrator that your plan is an "eligible retirement plan" as described above. Therefore, you should contact the plan prior to starting the transfer or rollover process to confirm the fund type, and, if eligible, obtain their distribution request document.

Steps to follow when processing a Transfer or Rollover for the purchase of ARSC:

Step 1	Have you received an election to purchase Additional Retirement Service Credit (ARSC)?	
	If...	Then...
	Yes	Continue to Step 2
	No	Complete an estimate for the purchase of ARSC on the CalPERS web site (www.calpers.ca.gov). If after completing a service credit purchase estimate you are interested in pursuing the purchase of ARSC, submit a request for ARSC cost information to CalPERS.
Step 2	Contact the Plan Administrator or Trustee of the account you wish to use for the purchase of ARSC and confirm the type of account/plan you have and if the funds would be processed as an in-service plan-to-plan transfer or rollover to the CalPERS Plan.	
Step 3	Are the funds to be processed as an in-service plan-to-plan transfer or rollover to the CalPERS Plan?	
	If the funds will be processed as...	Then...
	In-Service Plan-to-Plan Transfer * Review attachment 5	CalPERS will accept in-service plan-to-plan transfers only from the following account types: <input type="checkbox"/> 401(a) <input type="checkbox"/> 401(k) <input type="checkbox"/> 403(a) <input type="checkbox"/> 403(b)* <input type="checkbox"/> 457 Governmental* <input type="checkbox"/> Traditional/Contributory or Conduit IRA
	Rollover	CalPERS will accept rollovers only from the following account types: <input type="checkbox"/> 401(a) <input type="checkbox"/> 401(k) <input type="checkbox"/> 403(a) <input type="checkbox"/> 403(b) <input type="checkbox"/> 457 Governmental <input type="checkbox"/> Traditional/Contributory IRA <input type="checkbox"/> Conduit IRA
Step 4	Are the funds to be processed as an in-service plan-to-plan transfer or rollover from an acceptable account type?	
	If...	Then...
	Yes	Continue to Step 5
	No	Refer to the other payment options available for the purchase of ARSC.
Step 5	Contact the Plan Administrator/Trustee of your account for information/paperwork needed to initiate the plan-to-plan transfer or rollover to CalPERS.	
Step 6	Complete any transfer/rollover distribution form required by your plan.	
Step 7	Copy as needed and complete the appropriate CalPERS Certification Form for each plan you wish to transfer or rollover.	
	If funds are to come from a ...	Then...
	401(a), 401(k), 403(a), 403(b), or 457	Complete the member section of the CalPERS Certification Form for Plan-to-Plan Transfers and Rollovers (PERS-MSD-354B).
	Traditional/Contributory or Conduit IRA	Complete the Member Side of the Certification Form for IRA Rollovers (PERS-MSD-261).
Step 8	Submit your request for distribution and completion of CalPERS' Certification Form(s) to the plan administrator/trustee of your account. Ask that the check be payable to "CalPERS, FBO your name" (For Benefit Of) and mailed with the completed Certification Form directly to you (not to CalPERS). CalPERS can not make this request for you. (If your plan requires a Letter of Acceptance, provide CalPERS a properly completed Certification Form with your request that a Letter of Acceptance be issued).	
Step 9	When you receive the check(s) and completed Certification Form(s), make a copy of all forms for your records. Then mail the check with the completed Rollover/Transfer Certification(s), the Employment Certification, and your Election to Purchase ARSC to CalPERS.	

CalPERS CANNOT accept funds without proper documentation. If a rollover/transfer check is received without your Election to Purchase ARSC and a properly completed Certification Form or comparable certification, the

**Member Services Division**

P.O. Box 942704

Sacramento, CA 94229-2704

Telecommunications Device for the Deaf - (916) 326-3240

(888) CalPERS (225-7377), FAX (916) 558-4019

Page 1 of 2:**Member Certification****CERTIFICATION FORM for IRA Rollovers**

The California Public Employees' Retirement System (CalPERS) is a tax-qualified, defined benefit plan under section 401(a) of the Internal Revenue Code (Code). CalPERS may accept funds from a variety of "eligible retirement plans." An "eligible retirement plan" includes, among other things; an IRA described under Code sections 408(a) and 408(b). Please refer to the attached fact-sheet (PERS-MSD-354A) for more information about how to process your rollover request.

This section shall be completed by the Member.

Member Name: _____ Social Security Number: _____

Telephone Number: WORK (_____) _____ HOME (_____) _____

Name of IRA administrator: _____ IRA Account Number: _____

IRA Administrator Address: _____

IRA Administrator Telephone Number: (_____) _____

The attached check for \$ _____ is being processed as a:

Direct Rollover. Occurs when your IRA administrator writes a check to CalPERS, for the benefit of you, and CalPERS deposits the check to your CalPERS member account.

Indirect Rollover [You must also complete the form for Indirect Rollovers (PERS-MSD-354C); contact CalPERS to request this form.]: An Indirect Rollover occurs when your IRA administrator writes you a check, you cash the check, and you then write CalPERS a check from your personal account (for example, your checking account). It is important to note that federal law requires you to transfer the funds from your personal account not more than sixty (60) days after receiving the money from your IRA. If you do not transfer the funds within sixty (60) days, the distribution will be included in your gross income at the time the distribution was made.

I CERTIFY THAT THE FUNDS ARE PRE-TAX FUNDS IN A:

Traditional/Contributory IRA: A traditional or contributory IRA contains funds you placed in the IRA which may or may not have been taxed deferred through your personal income tax filing. Only pre-tax funds are eligible for this rollover. Please have the IRA trustee complete Section I on page 2 of this form.

Conduit IRA: A conduit IRA is an IRA that originated from an "eligible retirement plan," [as defined in Code section 402(c)(8)(B)] including a 401(a), 401(k), 403(a), 403 (b), or 457 Governmental Plan. To be accepted as a rollover, it must not have been commingled with funds from a plan that is not an "eligible retirement plan". **CalPERS may require verification that the original balance of the conduit IRA does not exceed the amount of the distribution rolled-over into the conduit IRA.** The IRA trustee should complete Section I on page 2 of this form. In addition, Section II on page 2 should be completed by the plan administrator or trustee from which the distribution was rolled over into the conduit IRA. Contact CalPERS for further instructions if the prior plan was CalPERS or if there has been more than one prior rollover.

I certify that I have read the attached transfer/rollover information form and that only pre-tax funds are included in this rollover. I understand that CalPERS will rely on the information contained on this form in approving this rollover and that these pre-tax funds will be taxed upon distribution as a refund or as retirement payments.

Signature: _____ Date: _____



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 P. O. Box 942704
 Sacramento, CA 94229-2704
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 (888) CalPERS (225-7377), FAX (916) 558-4019

Page 2 of 2:
Plan Certification

CERTIFICATION FORM for IRA Rollovers

Member Name: _____ **SSA:** _____

SECTION I

THIS SECTION IS TO BE COMPLETED BY THE IRA TRUSTEE (this is **NOT** CalPERS):

The attached check for \$ _____ is being processed as a rollover to CalPERS.

I certify the funds are from an account identified as an IRA described in Code sections 408(a) or 408(b), and are maintained under the member's taxpayer identification number. If these funds are not maintained under the member's taxpayer identification number, please contact CalPERS for additional instructions at (888) 225-7377.

I also certify that I have the authority to act as trustee for the institution or company in which the IRA was established.

Signature: _____ Title: _____ Date: _____

Print Name: _____ Telephone Number: (____) _____

Institution Name: _____

Institution Address: _____

SECTION II

THIS SECTION ONLY APPLIES TO CONDUIT IRAs AND MUST BE COMPLETED BY THE PLAN ADMINISTRATOR OR TRUSTEE FROM WHICH THE DISTRIBUTION WAS TRANSFERRED OVER INTO THE CONDUIT IRA (this is **NOT** CalPERS):

I certify the funds are from one of the "eligible retirement plan" types noted below, and maintained under the member's taxpayer identification number*:

401(a) Defined Contribution Plan (Type _____) 401(a) Defined Benefit Plan 401(k) Plan

403(a) Annuity Plan 403(b) Tax Sheltered Annuity Plan 457 Governmental Plan

*If these funds are not maintained under the member's taxpayer identification number, please contact CalPERS for additional instructions at (888) 225-7377.

I certify that the plan is an "eligible retirement plan" as defined by Code section 402(c)(8)(B), the funds are not after-tax contributions, and **have not been commingled** with funds originating from a plan other than an "eligible retirement plan" listed above. I also certify that I am designated as the Plan Administrator in the plan document.

Signature: _____ Title: _____ Date: _____

Print Name: _____ Telephone Number: (____) _____

Institution Name: _____

Institution Address: _____

**Member Services Division**

P.O. Box 942704

Sacramento, CA 94229-2704

Telecommunications Device for the Deaf - (916) 326-3240

(888) CalPERS (225-7377), FAX (916) 558-4019

CERTIFICATION FORM: Plan-to-Plan Transfers and Direct Rollovers

The California Public Employees' Retirement System (CalPERS) is a tax-qualified, defined benefit plan under section 401(a) of the Internal Revenue Code (Code). CalPERS may accept funds from a variety of "eligible retirement plans." An "eligible retirement plan" includes a plan qualified under Code section 401(a), including a profit-sharing plan, a stock bonus plan, a money purchase pension plan, and a defined benefit plan; a 401(k) plan; a 403(a) annuity plan; a 403(b) tax-sheltered annuity; and a governmental 457 plan. An "eligible retirement plan" also includes traditional IRAs as described in Code section 408(a) or (b); however, the Certification Form for IRA rollovers must be completed. Please refer to the attached fact-sheet (PERS-MSD-354A) for more information about how to process your plan-to-plan transfer or rollover request.

THIS SECTION IS TO BE COMPLETED BY THE MEMBER:

Member Name: _____ Social Security Number: _____

Telephone Number: WORK (_____) _____ HOME (_____) _____

I choose to transfer \$ _____ to CalPERS. If this is an Indirect Rollover, I have also attached a signed Certification Form: Indirect Rollover (PERS-MSD-354C). **I certify that I have read the attached plan-to-plan transfer and rollover fact-sheet (PERS-MSD-354A). I understand that CalPERS will rely on the information contained on this Certification Form(s) in approving this transfer.**

Signature: _____ Date: _____

THIS SECTION IS TO BE COMPLETED BY THE PLAN ADMINISTRATOR OR TRUSTEE (this is NOT CalPERS):

The attached check for \$ _____ is being processed as a:

 In-Service, Plan-to-Plan Transfer Direct Rollover Indirect Rollover

I certify the funds are from one of the "eligible retirement plan" types noted below, and maintained under the member's taxpayer identification number*:

 401(a) Defined Contribution Plan (Type _____) 401(a) Defined Benefit 401(k) Plan

 403(a) Annuity Plan 403(b) Tax Sheltered Annuity Plan 457 Governmental Plan

*If these funds are not maintained under the member's taxpayer identification number, please contact CalPERS for additional instructions at (888) 225-7377.

I certify that the plan is an "eligible retirement plan" as defined by the IRC section 402(c)(8)(B), the funds are not after-tax contributions, and **have not been commingled** with funds origination from a plan other than an "eligible retirement plan" listed above. I also certify that I am designated as Plan Administrator in the plan document.

Signature: _____ Title: _____ Date: _____

Print Name: _____ Telephone Number: (_____) _____

Institution Name: _____

Attachment 7e

Institution Address: _____



Election to Purchase ARSC

Reply to Section: 835
Refer to No.:

Member Name: Pier' Angela Spaccia

Employer Name: City of Bell

You informed me on August 18, 2004 of my right to elect to contribute and receive service credit for my Additional Retirement Service Credit from CalPERS. If my election is received 30 days after the mailing date of this letter, this cost may be recalculated.

CHECK THE OPTION(S) DESIRED

Lump Sum Payment Option: I hereby elect to purchase and receive additional service credit under the provisions of law and I enclose \$71,085.39. (Payment must be included when the election is filed with CalPERS.)
PAYMENT FROM City of Bell Surplus Account

For Plan-To-Plan Transfer or Rollovers:

I have included the appropriate plan-to-plan/rollover certification documents with this election.

I hereby elect to receive service credit as provided by law and authorize the deduction from my salary of \$312.10 for 390 Bi-weekly payments or I authorize deductions from my salary of \$_____ for payments (see Choose Your Installment Payment, Attachment 3). I understand that this payment amount is in addition to my normal contributions and will be deducted on an after-tax basis. This payment schedule includes interest through the completion of payments at the rate of 8.25%.

Partial Payment with Installment Payment Option: I hereby elect to receive service credit as provided by law and enclose \$_____ as partial payment. I authorize the amount allowed by the retirement law or I authorize deductions from my salary of \$_____ (deductions can not be less than the minimum amount stated on the Choose Your Installment Payment, Attachment 3).

I understand that this payment amount is in addition to my normal contributions and will be deducted on an after-tax basis. This payment schedule includes interest through the completion of payments at the rate of 8.25%.

If you are retiring within the next 90 days, please indicate your planned retirement date: _____

I UNDERSTAND THIS ELECTION IS IRREVOCABLE. ONCE ELECTED, ANY FUTURE CHANGES TO THE ACTUARIAL ASSUMPTIONS OR INTEREST RATE WILL NOT AFFECT THE COST OF SERVICE CREDIT ALREADY PURCHASED OR AN EXISTING PAYMENT SCHEDULE.

I have completed, signed, and attached the "Employment Certification and Your Payment Options" form.

Signature: *Pier' Angela Spaccia* Date: *8/31/04*

Address: [Redacted]

FOR DEPARTMENTAL USE ONLY

Deposit Date:	Amount:	By & Date:
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Employment Certification and Your Payment Options

STEP 3 – Certifying Corresponding Service: I have read the preceding instructions and certify that I have compensated corresponding service not credited in CalPERS equal to at least 5 year(s). I am aware that CalPERS is not requiring that I include documentation of such service credit at this time, however, it may be required in the future should federal guidance be issued.

STEP 4 – Determining Your Payment Options:

Which is greater, the years of ARSC you wish to purchase or the amount of corresponding service you certified above?	
If your certified corresponding service is...	Then...
<input checked="" type="checkbox"/> equal to or greater than the total credit you wish to purchase	All payment options provided in this packet are available to you. Continue to Step 6.
<input type="checkbox"/> less than the total credit you wish to purchase	Continue to Step 5.

STEP 5 – Perform the following calculations after inserting the corresponding service you certified above:

Line (A): Enter the years of corresponding service certified above. (If greater than 5.000, use 5.000.)

Line (B): The years of ARSC to be purchased with this packet.

Line (C): The lump sum cost of this service credit purchase.

(A) 5 + (B) 5.000 = 1 X (C) \$71,085.39 = (D) \$ 71,085.39

(C) \$71,085.39 - (D) _____ = (F) \$ _____ This represents the portion of your credit purchase which is not based on corresponding service. For your purchase to be approved, at least this amount must be paid for with the payment options listed directly below that do not require certification of corresponding service. If you are unable to make this payment, you may wish to elect less credit or to delay the election until an alternate payment method is available. Continue to Step 6 to complete and sign this form.

Payment Options which do not require certification of corresponding service.

- Rollover of pre-tax funds from:
 - 401(a), 401(k), 403(a), 403(b), governmental 457
 - Traditional/Contributory IRA
 - Conduit IRA that originated from one of the previously mentioned plan types
- In service, plan-to-plan transfer from:
 - 401(a), 401(k), and 403(a)
 - Traditional/Contributory IRA
 - Conduit IRA that originated from a rollover of a 401(a), 401(k), 403(a), 403(b), governmental 457

STEP 6 – Check the appropriate box, sign, date, and return this form with your Election to Purchase ARSC:

(From Step 1) I am paying for my purchase of ARSC in full with a rollover or in-service, plan-to-plan transfer from a plan type listed directly above which does not require certification of corresponding service.

(From Step 4) I have certified corresponding service equal to or greater than the amount of ARSC to be purchased.

(From Step 5) I have completed the employment certification and payment option calculation; I understand that if the portion of my payment, as indicated by (F) above, is not received from an acceptable payment option as listed directly above, my Election will be invalid and returned to me.

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I ALSO CERTIFY THAT I HAVE READ THE ATTACHED SHEET "IMPORTANT INFORMATION ON TRANSFERS FROM 403 AND 457 PLANS".

Signature: Fred Angelo Spacca Date: 8/3/04

08 49 122120

BENEFIT SERVICES DIVISION

REPORT BRC101
 PROCESSED 12/14/2010
 RUN TIME: 12 07 58

CALCULATION INFORMATION
 SERVICE RETIREMENT
 *** CHANGE ***

PAGE 1
 APPLIC ID: 000826337
 ID PAA70 410

ROLL PERS MEMBER B/D 09/19/1958 R/D 10/01/2010
 CODE ACCT ID -----NAME----- SEX AGE SEPARATION DATE 09/29/2010
 01 :00 SPACCIA P F 52 00 LAST DAY ON PAYROLL 07/31/2010

PAYEE BENE-NAME/SSN/SEQ-NUM AGE BIRTHDATE SEX REL ELIGSURV
 00 SPACCIA-SHEFFIEL S F 27.50 M 2 N
 / 00

	--FINAL COMPENSATION--		TEMP	--ANNUITY		ANNUITY	HOLD	OPT	RECP
	1YR	3YR	AGE	AMOUNT	FACTOR	FACTOR	CODES	SEL	CODE
FULL	32582 44	28497 38	0.0	0 00	121.391	08 51		OP2	
MOD	32449 11	28364 05							

UNMODIFIED ALLOWANCE

B	EMPL	GROUP	CD	SVC	COVRG	SC	CREDIT	FORMULA	%	F	%	UNMOD	SURVIVR	ACCUM
*									C	FACTOR	OF FC	ALLOW	CONTIN	+ INT
	0069	70003	NS	7 046	2.7%	@55M			0.0000	1	0 000	1222.03	0.00	155614 98
	0069	70003	AR	5 000	2.7%	@55M			0.0000	1	0.000	867.18	0.00	96566.62
	0193	70001	NS	10 770	2%	@ 55F			0.0000	1	0.000	1624 58	0.00	99652.47
	1102	70002	NS	0 516	2%	@ 55M			0.0000	3	0.000	65.68	0.00	5146.48
	1717	70401	NS	3.724	2%	@ 60F			0.0000	3	0.000	362 49	0.00	60460.92
	TOTALS			27.056								4141 96	0 00	417441.47

OPTIONAL ALLOWANCES

	*** OPTION 1 ***			*** OPTION 2 ***			*** OPTION 3 ***		
FACTORS	0.7553	0.7667	0.0114	87 4	00.0	00.0	00.0	93.3	00 0 00 0 00 0
ANNUITY AMOUNT	3152.94								

	MEMBER	SURVIVOR	MEMBER	BENE/SURV	MEMBER	BENE/SURV
OPTION PORTION	4094.37	---	3620.08	3620.08	3864.45	1932 23
SURVIVOR CONT	---					
TTL ALLOWANCE	4094.37		3620 08	3620.08	3864.45	1932 23

	*** OPTION 2W ***			*** OPTION 3W ***		
FACTORS	87 6	00.0	00.0	00.0	93.4	00.0 00 0 00.0

	MEMBER	BENE/SURV	MEMBER	BENE/SURV
OPTION PORTION	3628.36	3628 36	3868 59	1934.30
SURVIVOR CONT				
TTL ALLOWANCE	3628.36	3628.36	3868 59	1934.30

CGC -- MOD CODES
 0069 70003 38

Joy Fong
12/15/10
18/12/10

APPROVED
 TO RETAIN

08 49 1221

B E N E F I T S E R V I C E S D I V I S I O N

REPORT BRC101
PROCESSED 12/14/2010
RUN TIME. 12-07-58

CALCULATION INFORMATION
SERVICE RETIREMENT
*** CHANGE ***

PAGE 2
APPLIC ID- 000826337
ID. PAA70 410

ROLL CODE	PERS ACCT ID	MEMBER NAME	SEX	AGE	B/D	R/D
01		NO SPACCIA P	F	52 00	09/19/1958	10/01/2010

CGC 1717 70401 38
MOD CODES

WARNING/ERROR MESSAGES.

PROCESSED AS FULL CASE ADD

0069 70003 ANNUITY > UNMODIFIED ALLOWANCE - UNMOD ALLOWANCE PAYABLE
1717 70401 ANNUITY > UNMODIFIED ALLOWANCE - UNMOD ALLOWANCE PAYABLE

INTENTIONAL
 MEMBER FINAL COMP ESTIMATE

yr ftc using recap swanes

Member Name: Pier'Angela Spaccia SS# []

FROM		TO		MONTHS	MONTHLY	DAILY	HOURLY	RATE	TOTALS	Special Compensation	
										YEAR	AMOUNT
							173				
01/00/00	05/31/84	1	57480	\$7,341.66				\$7,341.66	\$11,561.85		
09/25/00	02/27/01	5	16200	\$8,268.00				\$8,268.00	\$42,679.42		
02/28/01		5	26320	\$10,819.09				\$10,819.09	\$56,943.03		
SUBTOTALS				12	00000				\$111,184.10		\$0.00
				12					0		\$0.00
									\$9,265.34		\$9,265.34
											\$0.00
											\$0.00
											\$9,265.34
											\$0.00
											\$9,265.34

NOTES

Calc By: Joy Fong Date: 12/1/10

Checked By: [Signature] Date: 12/1/10



APPROVED
TO RETAIN

Anterior 3 yr fic Using recip salaries
 NON MEMBER FINAL COMP ESTIMATE

Member Name: Pier Angelo Spacciu SS# []

FROM	TO	MONTHS	MONTHLY	DAILY	HOURLY	RATE	TOTALS	YEAR	SPECIAL COMPENSATION AMOUNT
04/01/92	06/30/92	2 57480	\$6,922 09	-	173	\$6,922 09	\$17,823 00		
07/01/92	05/31/94	23 00000	\$7,341 66	-		\$7,341 66	\$168,858 18		
09/25/00	02/27/01	5 16200	\$8,268 00	-		\$8,268 00	\$42,679 42		
02/28/01		5 26320	\$10,819 09			\$10,819 09	\$56,943 03		
SUBTOTALS		36 00000					\$286,303 63		\$0 00
		36					36		0
							\$7,952 88		\$0 00
									Final Comp + Special Comp \$7,952 88
									Modified Formula 133.33
									Modified Total 7819 55

*cup
 pen up
 n:huaw
 xunup*

NOTES

Calc By Jay Fong Date 12/1/10

Checked By P. Carlson Date 12/1/10



APPROVED
 TO RETAIN

1 yr A using only CalPERS salaries
 (no City of Bell salaries used)
 MEMBER FINAL COMP ESTIMATE

SS# []

Member Name: Pier Angela Spaccaro

FROM		TO		MONTHS	MONTHLY	DAILY	HOURLY	RATE	TOTALS	SPECIAL COMPENSATION	
										YEAR	AMOUNT
11/05/93	05/31/94	6	83800	\$7,341.66				\$7,341.66	\$50,202.27		
09/25/00	02/24/01	5	16200	\$8,268.00				\$8,268.00	\$42,679.42		
SUBTOTALS 12 00000 \$92,881.69 + 12 = \$7,740.14											\$0.00
From To Earnings + Service = Average											\$0.00
Final Comp + Special Comp \$7,740.14											\$7,740.14
Modified Formula 12333											12333
Modified Total \$7,626.81											\$7,626.81

NOTES

Calc By: Joy Fong Date: 12/6/10

Checked By: P. Spaccaro Date: 12/13/10



APPROVED
 TO RETAIN

COMPENSATION AUDIT INSTRUCTION SHEET

TO: **AESD/COMP REVIEW 115**

DATE: 12/03/10

FROM: **BNSD UNIT**

Staff Name: Cheryl Livingston

Member SSN: _____ ER Code: 0069 R/D: 10/01/10

Member Name: Pier'Angela Spaccia Position: Asst CAO

F/C: 1 yr 3 yr Other F/C Period. From 10/01/07 To 09/30/10

Calc--Expedite, Not Released to Roll

- Payrate over \$12,001
- Payrate increase of 40% or more
- Special Comp exceeds \$9,000 (1yr FC) or \$27,000 (3yrs FC)
- 1 Lump sum of \$2,000 or more, no prior history of similar postings

Process as Adjustment Payrate or special compensation exceeds parameters based on payrate and classification Parameter Choose correct parameter

Questionable payroll is used in all calculations to be processed as an adjustment.

TO: BNSD

Ok To Calc From Transcripts Payrate(s) OK to use

Payrate(s) not OK Payrate Instructions Use payrates for 1yr and 3yr final comp as follows 3yr

- 2 574 months @ \$6922 09
- 23 months @ \$7341 66
- 5 162 months @ \$8268 00
- 5 2632months @ \$10819 09

1yr

- 1 57480 months @ \$7341 66
- 5 163 months @ \$8268 00
- 5 2632 months @ \$10819 09

Special Compensation Special Compensation - OK to Calc from Transcripts

Do Not Use Any Payrates and special comp reported by City of Bell

Ok to use all other special comp as earned

Special Comp Instructions _____

**APPROVED
TO RETAIN**

Member Assessment Detail Report

12/03/2010

(Active Record from Saved Data)

Member SSN

Retirement Date 10/01/2010

Org ID 0

Review Pay Period

Member Name Spacca, Pier/Angela

ER Code 0069 7132

Begin
00/00/0000

End
00/00/0000

CP CASE

Empr. Category Miscellaneous

Employer City of Bell

OK to Use All Other Special Comp. As Earned

Classification ASSISTANT CHIEF ADMIN

Final Compensation Period

OK to Calc From Transcripts

Status Interim

	<u>From</u>	<u>To</u>
<input checked="" type="checkbox"/> 1 Year	10/01/2009	09/30/2010
<input checked="" type="checkbox"/> 3 Years	10/01/2007	09/30/2010

WorkFlow Generated

Status Date 12/03/2010

Unfunded Liability

Assigned Analyst Livingston, Cheryl D

Final Compensation Period 1 & 3 yrs

Date Denied Letter 00/00/0000

Request Due

Date Assigned 11/10/2010

Amnt. Granted Amnt. Denied

Source Type

Task Completed on 00/00/0000

Workflow - Original

Due Date 11/24/2010

APPEAL LETTER SENT

30 DAYS 00/00/0000 60 DAYS 00/00/0000

Past Due Days 7

Assessment Note

- 10/12/2010 Reason for Review Please review salaries for member Salaries > \$14500 Special comp lump sum posting of \$48000 and member works for the City of Bell Please expedite Reply is needed to place member on roll
- 11/09/2010 Do Not Use Do not use payrate of any kind in calc- Special instructions retirement benefits are placed on hold till legal investigation is complete
- 12/03/2010 Payrate(s) not OK Payrate Instructions Use payrates for 1yr and 3yr final comp as follows 3yr
 2 574 months @ \$6922 09
 23 months @ \$7341 66
 5 162 months @ \$8268 00
 5 2632 months @ \$10819 09

 1yr
 1 57480 months @ \$7341 66
 5 1630 months @ \$8268 00
 5 26320 months @ \$10819 09

Period Type - Pay Rate

From	To	Reported Amount	Allowed Amount	Discrepancy
10 - 2009 - 3	7 - 2010 - 4	28 582 44	7,802 07	Denied Payroll Error Correction

Period Type - Special Compensation

From	To	Reported Amount	Allowed Amount	Discrepancy	Prorate Begin	Prorate End
1 - 2010 - 4	1 - 2010 - 4	48 000 00	00	Denied Payroll Error Correction		

FILE COPY



BENEFIT SERVICES DIVISION
P.O. Box 942711
Sacramento, CA 94229-2711
888 CalPERS (or 888-225-7377)
TDD - (916) 795-3240; FAX - (916) 795-3933

Reply to: Section 419
Refer To: XXX-XX- .00

December 14, 2010

Pier'angela Spaccia

YOUR SERVICE RETIREMENT ALLOWANCE:

Your election to receive the Option 2 Allowance has been processed. Your monthly retirement benefit is \$3,620.08 based on your retirement date of 10/01/2010. This amount does not include any deduction you have authorized this system to make. Your first regular warrant will arrive on or shortly after 01/01/2011 and will cover the period of 12/01/2010 through 12/31/2010. Your retroactive warrant will be issued on 12/20/2010, and will cover the period of 10/01/2010 through 11/30/2010. Your future retirement warrants will be mailed to arrive on or shortly after the first of the month following the month to which they apply.

Please endorse and cash or deposit each warrant promptly. Unless direct bank mailings are authorized, your personal endorsement is required. If you have requested direct deposit, it will take effect in 30 to 60 days.

Your retirement allowance shown above is an approximation of the amount you are eligible to receive. An adjustment to your account, if needed, to reflect an increase in service (i.e. Golden Handshake service credit), a change in retirement date, or increase in salary will be completed after final payroll information has been received. Any questions concerning an adjustment or pertaining to your future retirement benefits should be directed to the Benefit Services Division, P.O. Box 942711, Sacramento, CA 94229-2711 or by telephoning toll-free **888 CalPERS (or 888-225-7377)**.

BENEFICIARY/SURVIVOR ALLOWANCE:

Upon your death, benefits will be paid to your beneficiary in accordance with the designation indicated on your retirement election document. If you elected a benefit which requires marriage, domestic partnership, and/or birth documentation and you have not submitted these documents, please send them immediately to the Benefit Services Division. If the documents are not on file at the time of your death, it may be necessary to delay payment of benefits to your beneficiary.

If your beneficiary predeceases you, your allowance will increase to the Unmodified Allowance. You may modify your election to Option 1, 2, 2W, 3, 3W, or 4 and name a new beneficiary. You may also modify your election after a qualifying life event. For more information on modification of election, request CalPERS publication, **"Changing Your Beneficiary or Monthly Benefit After Retirement"**.

FILE COPY

Pier'angela Spaccia

XXX-XX

00

INCOME TAX INFORMATION:

The following information regarding your contributions will assist you in the determination of the taxability of your benefit.

	Total Contributions and Interest	Interest	Taxed Contributions	Non-taxed Contributions
CONTRIBUTIONS:				
Normal	\$ 417,441.47	\$ 166,287.08	\$ 75,815.09	\$ 175,339.30
Total	\$ 417,441.47	\$ 166,287.08	\$ 75,815.09	\$ 175,339.30

Based on your taxed contributions, your monthly tax free amount is \$184.91.

The staff of the California Public Employees' Retirement System hope that your transition into retirement has been a pleasant experience. We look forward to assisting you in the future.

Retirement Eligibility and Payment Section

PERS-BAS-11

FILE COPY



BENEFIT SERVICES DIVISION
P.O. Box 942711
Sacramento, CA 94229-2711
888 CalPERS (or 888-225-7377)
TDD - (916) 795-3240; FAX - (916) 795-3933

To: Bell (69/70003)
Personnel Unit Code 100
6330 Pine Avenue
Bell CA 90201

Reply to Section 419
Refer to No.
December 14, 2010

From: Benefit Services Division
California Public Employees' Retirement System

Subject: Spaccia Pier'angela

Notice of Placement on Retirement Roll:

This is to advise you that the employee named above has been placed on our 12/2010 Service Retirement Roll with an effective date of 10/01/2010, separation date of 09/29/2010 and last day on payroll of 07/31/2010. If all of this information is correct, no action is needed.

The employee must be separated from employment at least one day prior to the effective date of retirement. Please complete and submit the Amended Employer Certificate Form (BSD-200A) immediately if any of the above-listed information is incorrect. This form can be accessed online at www.calpers.ca.gov in the Employers area under Employer Forms & Publications Directory. An adjustment to the employee's retirement allowance will be completed once we receive the amended form.

For information regarding Benefit Procedures, please refer to your 'CalPERS Procedure Manual' or 'State Handbook.'



CITY OF BELL Public Records Request

The City of Bell has adopted the following policy statement in compliance with California Government Code Section 6250, et seq.

Any person may receive a copy of any identifiable public record not otherwise protected from public disclosure. Upon request, and subject to the appropriate fee, an exact copy shall be provided unless impracticable to do so. Computer data shall be provided in a form determined by the department. City departments upon notification by the City Clerk of any request for a copy of records shall determine within 10 days after the receipt of such request whether it is possible to comply and shall notify the City Clerk's Department in order to notify the requestor of such determination and the reason therefor.

RECEIVED
SEP 09 2008
BY: Han A

Please complete the following information in order to process your records request:

Date Sept. 09 2008 Phone (323-3335960
Name Roger Ramirez
Address Redacted

Picked up
9/19/08

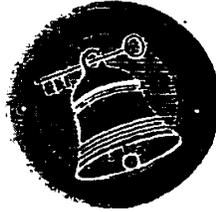
Please describe the records you are seeking as specifically as possible.

New Budget plan 2008-2009 fiscal year
to include general fund allocated for Police,
PARKS, RECREATION, FIRE, City Improvements,
Also: Salary description for Council members
Mayor
City Manager
Attorneys

NOTE: The City Council has directed that a copy fee of \$1.00 for the first page and \$.25 for each additional page be assessed when responding to records requests. You will be advised of the fee when documents are produced.

It should be noted that draft documents, notes and other working papers are not public record.

George Mirabal - *Mayor*
Victor Bello - *Vice Mayor*
George Cole - *Councilman*
Oscar Hernandez - *Councilman*
Teresa Jacobo - *Councilwoman*



6330 Pine Ave
Bell California
(323) 588-621
(323) 771-947

CITY OF BELL

September 17, 2008

ROGER RAMIREZ
4918 BECK AVE.
BELL, CA 90201

RE: PUBLIC RECORDS REQUEST

Dear Mr. Ramirez:

Pursuant to Government Code Section 6250, et seq., you will find enclosed the information you requested on the Public Records Request Form submitted on September 9, 2008.

Thank you for your interest.

Cordially,

A handwritten signature in black ink, appearing to read 'Rebecca Valdez', is written over a horizontal line.

Rebecca Valdez
City Clerk

City of Bell



Memorandum

September 16, 2008

TO: CITY CLERK DEPARTMENT
FROM: FINANCE DEPARTMENT
SUBJECT: SALARY INFORMATION

.....

Pursuant to Government Code Section 6250, et seq., the following information is provided as requested:

SALARY & CONTRACTS

1. Mayor \$673 (monthly)
2. Council members \$673 (monthly)
3. City Attorney-Best Best & Krieger LLP \$13,125 (monthly retainer)
4. Labor Negotiations/Personnel Attorney – Brown, White & Newhouse LLP \$8,500 (monthly retainer)
5. Chief Administrative Officer \$15,478 (monthly)

If you have any further questions, please contact us.

City of Bell



Memorandum

September 16, 2008

TO: CITY CLERK DEPARTMENT
FROM: FINANCE DEPARTMENT
SUBJECT: SALARY INFORMATION

Pursuant to Government Code Section 6250, et seq., the following information is provided as requested:

SALARY & CONTRACTS

1. Mayor \$673 (monthly)
2. Council members \$673 (monthly)
3. City Attorney - Best Best & Krieger LLP \$13,125 (monthly retainer) Ed Lee
4. Labor Negotiations/Personnel Attorney - Brown, White & Newhouse LLP \$8,500 (monthly retainer) TOM
5. Chief Administrative Officer \$15,478 (monthly)

If you have any further questions, please contact us.

reportedly making 5000⁰⁰ monthly NOT 673
8,076 Annual - NOT based on reported sources INFO.
185,736 yrly Rizzo's NOT 50 -
Reported to be @ 400,000 yrly
NOT 185,736

- 1) Mayor / Council members - reported to be making 60,000⁰⁰ yrly salary at this calendar year 2008
- 5) City Manager - reported to be making 400,000⁰⁰ yrly salary at this calendar year 2008

On August 2008 - Council meeting - Sept. 9th this request was made.
 City Manager was questioned, by me, rumor has it that you are making 400,000⁰⁰ salary yearly. His response; "Roger - if I could be

EX. 94

~4530925

* Google Confidential and Proprietary *

GOOGLE SUBSCRIBER INFORMATION

Name: Randy Adams
e-Mail: randygadams@gmail.com
Status: Enabled
Services: Alerts, Data summary, Docs, Gmail, Lso provider, Search history, Spreadsheets, Talk, Toolbar, Transliteration
Secondary e-Mail: randygadams@me.com
Created on: 2007/05/15-18:04:58-UTC
IP: 206.117.116.8, on 2007/05/15-18:04:58-UTC
Language Code: en
Previous e-Mails: radams@ci.glendale.ca.us (changed on 2010/07/14-18:49:07-UTC)
radams@cityofbell.org (changed on 2010/09/23-00:04:25-UTC)

* Google Confidential and Proprietary *

GOOGLE SUBSCRIBER INFORMATION

Name: Randy Adams
e-Mail: randygadams@gmail.com
Status: Enabled
Services: Alerts, Data summary, Docs, Gmail, Lso provider, Search history, Spreadsheets, Talk, Toolbar, Transliteration
Secondary e-Mail: radams@ci.glendale.ca.us
Created on: 2007/05/15-18:04:58-UTC
IP: 206.117.116.8, on 2007/05/15-18:04:58-UTC
Language Code: en
Previous e-Mails: radams@ci.glendale.ca.us (changed on 2010/07/14-18:49:07-UTC)
radams@cityofbell.org (changed on 2010/09/23-00:04:25-UTC)

CERTIFICATE OF AUTHENTICITY

Pursuant to Federal Rule of Evidence 902(11) regarding certified domestic records of regularly conducted activity, I hereby certify:

1. I am employed by Google Inc. ("Google"), located in Mountain View, California. I am authorized to submit this affidavit on behalf of Google. I make this affidavit pursuant to the Federal Rule of Evidence Rule 902(11). I have personal knowledge of the following facts, except as noted, and could testify competently thereto if called as a witness.
2. Google provides Internet-based services to its subscribers, including Gmail, its free email service. Google does not verify any personal information that is submitted by a user at the time of a Gmail account creation.
3. Included is a true and correct copy of 1 CD of data pertaining to the Google account-holder identified as randygadams@gmail.com with Internal Ref. No. 63115-127409 ("Document").
4. The Document attached hereto is a record made and retained by Google. Google servers record this data automatically at the time, or reasonably soon after, it is entered or transmitted by the user, and this data is kept in the course of this regularly conducted activity and was made by regularly conducted activity as a regular practice of Google.
5. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.



**Colin
Bogart**

Date: 02/04/2011

(Signature of Records Custodian)

Colin Bogart
(Name of Records Custodian)

Subject: Re: Tomorrow
From: Angela <pierangelas1@yahoo.com>
Date: Thu, 16 Apr 2009 20:55:52 -0700 (PDT)
To: Randy Adams <randygadams@gmail.com>

LOL....well you can take your share of the pie.....just like us!!! We will all get fat togetherBob has an expression he likes to use on occasion.....

Pigs get Fat.....Hogs get slaughtered!!!! So as long as we're not Hogs.....all is well!

Have a nice night....see you tommorrow.

The address for Tuesday at 10am is 222 S. Hope Street, L.A.the offie you will go to is Brown, White and Newhouse, LLP....tell lobby registrar you are meetin with Tom Brown.

Ciao!

--- On Thu, 4/16/09, Randy Adams <randygadams@gmail.com> wrote:

From: Randy Adams <randygadams@gmail.com>
Subject: Tomorrow
To: pierangelas1@yahoo.com
Date: Thursday, April 16, 2009, 4:41 PM

Glendale PD is located at 131 N. Isabel St., Glendale 91206. Take the 118 to the 210 East to the 2 South to the 134 West and exit at Glendale. Turn left at the signal and take the street you are on (Monterey) a few blocks until you get to Jackson (the first street after you pass Isabel). Make a left on Jackson and follow it to Wilson. As you cross Wilson, on your left you will see a parking structure, which is the back of the police department. Call me on you cell and I will come down and open the gate, show you where to park, and take you up the back way to my office. I am looking forward to seeing you and taking all of Bell's money?! Okay....just a share of it!!

Re: Contract

Subject: Re: Contract

From: Angela <pierangelasl@yahoo.com>

Date: Wed, 27 May 2009 12:07:53 -0700 (PDT)

To: Randy Adams <randygadams@gmail.com>

Yes the workers comp letter has already been done....on our letterhead and you will have that as well.

I read over the contract revisions.....all changes are fine with the following exceptions:

1) The item in Section 10 cannot be deleted as you cannot be the exception to the fact that we are all working together to benefit the City. By the way, this wording applies to the City Council as well.....they would also experience a cut.

2) Do not include the last sentence you added in Section 5. We have crafted our Agreements carefully so we do not draw attention to our pay. The word Pay Period is used and not defined in order to protect you from someone taking the time to add up your salary.

Re: your attorneys suggestion that you should receive something in writing indicating what Bob's authority is to issue the contract. It is a shame that he is so unwilling to recognize what you (I think) already have. We have painstakingly and carefully, and with attorney assistance made sure of what authority Bob has vs. what the City Council has. So, for your attorney's information Bob has the proper authority to enter into a Contract with you, and we are not interested in educating him on how we did that. If you would like to meet separately or discuss on the phone we can do that.

Since you have already made the changes, can you please adjust according to our conversation here and send me a final that you approve of. I will still need to get your signature on the same page that Bob has already signed though.....unless your attorney or you feel that I need to draw Bob's attention back to the Agreement. :)

Angela

--- On Wed, 5/27/09, Randy Adams <randygadams@gmail.com> wrote:

From: Randy Adams <randygadams@gmail.com>

Subject: Contract

To: pierangelasl@yahoo.com

Date: Wednesday, May 27, 2009, 10:37 AM

Angela,

Here is the contract back and I have made a few changes, most of which we discussed. My Legal Advisor says that a General Law City must have a contract signed by the Mayor on behalf of the Council, unless there is an enabling document for the CAO from them. I told him that was the case and that Bob has total control in the City of Bell. He said that was great, but feels I should have a copy of the enabling document. I will get that done and send it to you.

Re: Contract

my contract. Please call me once you get this so we can discuss it further. Also, should we make the Worker's Comp letter a separate letter of understanding that we just sign and keep separate? Thanks again for all your help!!

Randy

AGREEMENT FOR EMPLOYMENT

THIS AGREEMENT FOR EMPLOYMENT, ("Agreement") is made this 29th day of May, 2009, by and between the CITY OF BELL, a general law city (the "City") and Randy G. Adams, an individual (the "Employee") pursuant to the following terms and conditions:

Deleted: s
Deleted: April

RECITALS

- A. The City is a general law city located in the County of Los Angeles, State of California; and
- B. The City desires the employment for services of Employee as the Chief of Police of City commencing July 27, 2009; and
- C. City and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of the Chief of Police; and
- D. Employee is willing to work as Chief of Police of City under the terms and conditions recited herein,

NOW, THEREFORE, CITY AND EMPLOYEE agree to the following:

Section 1. Introduction

Deleted: Novation

The parties hereto, intend by the execution of this Agreement, to comply and enforce this written agreement, through and including the effective date of this Agreement.

Section 2. Conditions of Employment

It is the intention of the parties that from and after the effective date of this Agreement that the terms and conditions of Employee's employment as Chief of Police shall be governed exclusively by the provisions of this Agreement and applicable provisions of law.

Section 3. Duties

City agrees to retain Employee as the Chief of Police of City to have and exercise all of the powers, duties and responsibilities as Chief of Police as set forth in the Bell Municipal Code and other applicable laws and regulations, and to perform such other proper duties as assigned by the Chief Administrative Officer (CAO) of the City.

Section 4. Termination

The parties hereto may terminate this Agreement prior to the end of the Term, or any renewal period thereafter, in one of the following ways:

- a. By mutual agreement of the parties; or
- b. By the death or retirement of Employee; or
- c. Employee is terminated for cause as a result of a conviction of a felony or for a crime involving moral turpitude. For purposes of this Agreement, the City shall have the burden of establishing by a preponderance of evidence that Employee was convicted of a felony or a crime of moral turpitude.
- d. By the City without cause upon giving thirty (30) days written notice to Employee of the termination of this Agreement. In the event of such termination, Employee shall be entitled to receive a payment in the sum calculated at twelve months of the then total compensation of Employee.

~~Deleted: monthly salary~~

Upon termination by either party for whatever reason, Employee shall be entitled to receive an amount equal to all accrued and unused sick and vacation leave to which Employee is entitled pursuant to the terms of this Agreement, which shall be calculated in accordance with the adopted and approved policies of the City as of the date of termination and at the applicable rate of pay as earned and accrued.

Section 5. Basic Salary

Employee shall be paid (hereinafter the "Basic Salary") \$ 17,577.00 per pay period. The Basic Salary may be increased by the CAO, in his sole discretion, on or before each anniversary date of this Agreement in an amount commensurate with Employee's performance.

~~Deleted: adjust~~

Each increase to the Basic Salary shall be subject to the condition that the City's Audited Statement of the General Fund Balance for the immediate past fiscal year prior to the adjustment evidences a positive cash position. In the event said Fund Balance for such fiscal year results in a negative cash position, no salary increase will be provided.

~~Deleted: adjustment~~

~~Deleted: adjustment~~

The City of Bell has twenty-six pay periods per year.

Section 6. Employment Fringe Benefits

Employee shall be entitled to the following Fringe Benefits in accordance with this Agreement:

- a. City agrees at its sole expense to provide Employee and his dependents with the opportunity to obtain all insurance benefits

- provided to the City's unrepresented management employees, including but not limited to, dental, medical, and vision plans; and
- b. City agrees at its sole expense to provide Employee and his dependents with lifetime insurance benefits for dental, medical, and vision plans provided he terminates employment with the City of Bell in good standing. Good standing is defined as any separation other than as described in Section 4 (c).
 - c. Employee shall be maintained by the City as a public safety member of PERS pursuant to the contract between PERS and the City, as it now exists or may hereafter be amended, and all Employee's costs to maintain such membership in said PERS shall be paid by the City; and
 - d. Employee shall, as of the effective date of this Agreement, accrue vacation leave and sick leave based upon his tenure with the City and calculated on the applicable basic salary rate; and
 - e. City may pay annual professional dues and fees on behalf of Employee approved annually in the City budget by the City Council commencing July 1, 2009.

~~Deleted: for Employee~~

~~Deleted: provided~~

Section 7. Expense Reimbursement

Employee may be entitled to reimbursement for actual expenses incurred in the performance of his duties as Chief of Police of City. All such expenses shall be reviewed and approval determined by the CAO.

Section 8. Use of Vehicle and Equipment

Employee will utilize his personal vehicle in the course and scope of his employment. City will equip the vehicle with all necessary law enforcement accessories. City shall indemnify, defend and hold harmless Employee for any claims made based upon his use of the vehicle in the course and scope of his duties as a peace officer for the State of California. Employee will indemnify, defend, and hold harmless City for any claims made based upon his use of the vehicle outside the course and scope of his duties as a peace officer of the State of California.

~~Deleted: the Chief of Police~~

~~Deleted: a employee of the City.~~

Section 9. Indemnification

City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment or action, of any type or kind, arising out of any act or failure to act, by Employee, if such act or failure to act was within the course and scope of Employee's employment. City may compromise and settle any such claim or suit provided City shall bear the entire cost of any such settlement.

Section 10. No Reduction of Benefits

City shall not at any time during the Term of this Agreement reduce Employee's

Basic Salary or Fringe Benefits package to which Employee is entitled as provided in accordance with this Agreement.

Deleted, unless an identical across the board reduction in compensation a benefits is ordered for all other employees of City.

Section 11. Effect of Agreement

The execution of this Agreement shall not operate as a waiver of any claims either party hereto may have against the other party arising out of their prior relationship of employer-employee.

Section 12. Employee Evaluation

Subject to the CAO providing a recommendation and draft performance evaluation of Chief of Police to the City Council on or before August 1 of each year of the Term, the City Council shall annually conduct an evaluation of the performance of Employee as Chief of Police. Employee shall be fully informed of the details of such evaluation and shall have a reasonable opportunity to present his views, with reference to such evaluation. All materials and comments made as part of the evaluation process shall be and remain confidential.

Section 13. Outside Employment

- a. During the Term of this Agreement, Employee shall not engage in any outside employment of any kind without the prior written consent of the CAO. This shall be at the sole discretion of the CAO whether to grant or deny such consent, provided there is no conflict of interest of Employee due to such outside employment.
- b. Employee, after the termination of his employment or term of office, shall not for compensation during a period of two (2) years from the date of termination of employment, represent, aid, advise, counsel, consult or assist in representing any other person (other than City), before any court or public agency or any officer or employee thereof by making any formal or informal appearance, or by making any oral or written communication with the intent to influence, in connection with any proceeding if both of the following apply:
 - 1) The City of Bell or affiliated public entity, is a party or has a direct and substantial interest.
 - 2) The proceeding is one in which Employee formerly participated.

Section 14. Notices

Any notice required or permitted by this Agreement shall be in writing and shall be personally served upon the party to be notified, or shall be deposited in the custody of the United States Postal Service, or its successor, postage prepaid, and addressed as follows:

To City:	City of Bell
	6330 Pine Avenue

Bell, California 90201
Attn: CAO

To Employee: Randy G. Adams
At his home address, which shall be
maintained on file with the City Clerk.

Notices shall be deemed given as of the date of personal service of five (5) consecutive calendar days following deposit of the same in the custody of the United States Postal Service.

Section 15. Binding Effect

The provisions of this Agreement shall be binding upon the parties hereto and their respective successors in interest.

Section 16. Section Headings

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

Section 17. No Presumption Re: Drafter

The parties hereto 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 same. 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.

Section 18. Assistance of Legal Counsel

Each party to this Agreement warrants to each other party, as follows:

- a. That each party either had the assistance of legal counsel or had legal counsel available to it, in the negotiation for and execution of this Agreement and all related documents; and
- b. That each party has lawfully authorized the execution or has executed this Agreement.

Section 19. Severability

This Agreement is severable, and if any provision or part hereof is judicially declared invalid, the remaining provisions shall remain in force and effect.

Section 20. Modification

This Agreement shall not be modified except by written agreement of the parties.

Section 21. Effective Date

This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement for Employment to be executed as follows:

("City")
CITY OF BELL, CALIFORNIA

By: _____
Robert A. Rizzo, Chief Administrative Officer

"Employee"

By: _____
Randy G. Adams, Chief of Police

Re: Workers comp letter

Subject: Re: Workers comp letter
From: Randy Adams <randygadams@gmail.com>
Date: Thu, 28 May 2009 14:21:33 -0700
To: Angela <pierangelas1@yahoo.com>
BCC: Randy Adams <randygadams@gmail.com>

Your wish is my command.....See attached.

On Thu, May 28, 2009 at 12:49 PM, Angela <pierangelas1@yahoo.com> wrote:
Randy,

I can't find the letter re: your workers comp in my systemI know that I had it but am hoping you saved it. If so, can you please send it to me again so I can put on our letterhead for you to retain.

I believe I have it at home but would like to give it to you today when we meet. Thanks.

Angela

--- On Wed, 5/27/09, Randy Adams <randygadams@gmail.com> wrote:

From: Randy Adams <randygadams@gmail.com>
Subject: Final Drafts
To: pierangelas1@yahoo.com
Date: Wednesday, May 27, 2009, 3:30 PM

Angela,
Here are the final drafts. One has the editorial marks on it and the other does not. Give me a call when you have a chance.
Thanks,
Randy

Memorandum of Understanding[1].City of Bell.doc

Content-Type: application/msword
Content-Encoding: base64

Memorandum of Understanding

The purpose of this MOU is to serve as an addendum to the contract of employment dated May 29, 2009 between the City of Bell and Randy G. Adams. It is understood and accepted that the City of Bell is hiring Randy G. Adams knowing that he has had previous back surgery, right knee surgery, and a previous neck injury, all of which are job related. Due to these injuries, Mr. Adams has limitations to full time law enforcement duty and is disabled from heavy lifting. Further, he occasionally experiences flare-ups of debilitating back pain and numbness in his left foot, all resulting from the previous job related back injury. The job related back injury is currently being litigated by the Cities of Simi Valley, Ventura, and Glendale. It is fully understood and accepted that the City of Bell recognizes that Mr. Adams qualifies for, and will be filing for, a medical disability retirement, in conjunction with his service retirement, when he retires from the City of Bell. The City of Bell agrees to support this retirement and agrees that a service/medical retirement is justified and appropriate.

Subject: Re: Medical Retirement Side Letter
From: Angela <pierangelas1@yahoo.com>
Date: Thu, 23 Apr 2009 15:18:17 -0700 (PDT)
To: Randy Adams <randygadams@gmail.com>

Hello Randy,

I just finished a draft of your employment contract. As I see it, there will be several documents needing to be prepared.

- 1) Employment Contract
- 2) Independent Contractor (Consultant) Agreement
- 3) Medical Retirement Acceptance Letter
- 4) Vehicle Indemnification Letter

Once I get the documents prepared I will forward them to you and hopefully we can meet to discuss them. I want you to be comfortable that all issues of concern are addressed. As you might have surmised already, there are very specific reasons why it would not all be addressed as one all-encompassing contract, but I want to meet and be sure that you are comfortable with it.

Thank you for drafting the Medical Retirement Acceptance Letter!

Angela

--- On Wed, 4/22/09, Randy Adams <randygadams@gmail.com> wrote:

From: Randy Adams <randygadams@gmail.com>
Subject: Medical Retirement Side Letter
To: pierangelas1@yahoo.com, "Randy Adams" <randygadams@gmail.com>
Date: Wednesday, April 22, 2009, 4:46 PM

Angela,

Thank you again for helping me with this amazing opportunity. I am really looking forward to working with you again!! Please let me know what you think about this draft letter.

Thanks,
Randy

ADDENDUM NUMBER SEVEN TO AGREEMENT

This SEVENTH ADDENDUM TO AGREEMENT FOR EMPLOYMENT (hereinafter the "Seventh Addendum") is made this 1st day of July 2006, by and between the CITY OF BELL a general law city (the "City") and Robert A. Rizzo, an individual (the "Employee") pursuant to the following terms and conditions:

- A. The City is a charter city located in the County of Los Angeles, State of California: and
- B. City and Employee have entered into that certain Agreement for Employment dated September 1, 1996 and modified by Addendum Number One through Addendum Number Six (altogether the "Agreement"); and
- C. City desires to adjust the Agreement as provided in Sections 6 and 7 of the Agreement.

NOW, THEREFORE, CITY AND EMPLOYEE agree to the following:

1. Section 6 of the Agreement is hereby modified to provide that the Basic Salary of Employee shall be adjusted to reflect a five percent increase effective September 1, 2006, and a twelve percent annual increase thereafter, beginning July 1, 2009.

Each adjustment to the Basic Salary as provided in this Section shall be subject to the condition that the City's Audited Statement of the General Fund Balance for the immediate past fiscal year prior to the adjustment evidences a positive cash position. In the event said Fund Balance for such fiscal year results in a negative cash position, the salary adjustment provided herein shall not take effect and employee shall receive the previous amount of Basic Salary in effect prior to the adjustment as provided in the Agreement.

2. Section 7(b) of the Agreement is hereby modified to provide that Employee shall be maintained by the City as a member of PERB and the City's Supplemental Plan pursuant to the contracts between the respective agencies and the City, as they now exist or may hereafter be amended, provided all Employee's costs to maintain such membership in said plans shall be paid by the City.

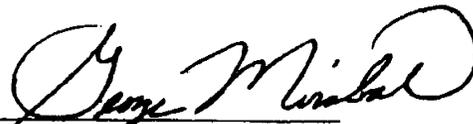
Section 7(g) of the Agreement is hereby modified to provide for the retirement of advances associated with the identified Plan on the effective date of this agreement, with the retirement of advances associated with the Plan identified in Section 7(i) effective on this agreement's first anniversary.

3. City and Employee hereby acknowledge and agree that except as expressly modified by this Seventh addendum, the Agreement is in full force and effect. All capitalized terms not specifically defined herein, shall have the same meaning ascribed to them in the Agreement.

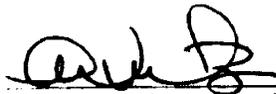
506 [\$29,150/bi-weekly
\$52,325.81/mo
1290 [\$5,604.90/mo
\$17,028/bi-weekly

IN WITNESS WHEREOF, the parties have caused this Seventh Addendum to Agreement for Employment to be executed as follows:

"City"
CITY OF BELL, CALIFORNIA

By: 
George Mirabal, Mayor

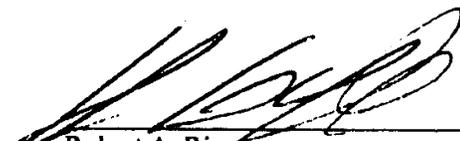
Attest:


Rebecca Valdez, City Clerk

Approved as to Form:
City Attorney

By: 
City Attorney

"Employee"


Robert A. Rizzo

City of Bell



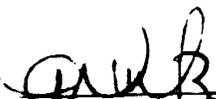
CERTIFICATE OF THE CLERK

STATE OF CALIFORNIA)
)ss
COUNTY OF LOS ANGELES)

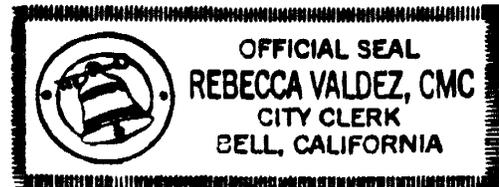
I, the undersigned, City Clerk of the City of Bell, hereby certify that the attached hereto is a full, true, correct and complete copy of **Employment Agreement for Robert A. Rizzo** is file in the official records of the City of Bell, California.

Date: July 28, 2010

Witness my hand and official seal.



Rebecca Valdez, CMC
City Clerk



AGREEMENT

This agreement for employment, ("Agreement") is made this 1st day of ~~September, 2008~~ by and between the City of Bell, a charter law city (the "City") and Robert A. Rizzo, an individual (the "Employee") pursuant to the following terms and conditions:

RECITALS

- A. The City is a charter city located in the County of Los Angeles, State of California; and
- B. The City desires to continue the employment for services of Employee as the Chief Administrative Officer ("CAO") of the City;
- C. City and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of the CAO; and
- D. Employee is willing to work as CAO of the City under the terms and conditions recited herein,

NOW, THEREFORE, CITY AND EMPLOYEE agree the following:

Section 1. Novation

The parties hereto intend by the execution of this Agreement to terminate and replace all prior oral and written agreements existing by and between the parties, through and including the effective date of this Agreement.

Section 2. Conditions of Employment

It is the intention of the parties that from and after the effective date of the Agreement that the terms and conditions of Employee's employment as CAO shall be governed exclusively by the provisions of this agreement and applicable provisions of law.

Section 3. Duties

City agrees to retain Employee as the **CAO of City**, to have and exercise all of the powers, duties and responsibilities as CAO as set forth in the Bell Municipal Code and other applicable laws and regulations, and to perform such other proper duties as assigned by the City Council of the City.

Section 4. Term

The term of this Agreement shall commence on the date first set forth above, and shall continue as provided herein. Upon the expiration of the first twelve (12) months of the Term and each 12-month period thereafter, the Term

shall automatically extend for twelve (12) months so that the Term remains at a constant thirty-six (36) months.

In the event, either party desires that the mentioned automatic one-year renewal and extension of the Term be terminated, such party may give the other party a written notice of such termination of the renewal at least ninety (90) days prior to August 1 of any year of the Agreement. In such event, the Term of this Agreement shall be the balance of the thirty-six (36) months then remaining from the date of such notice.

Section 5. Termination

The parties hereto may terminate this Agreement prior to the end of the Term only in one of the following ways:

- a. By mutual agreement of the parties; or
- b. By the death or retirement of Employee; or
- c. Employee is terminated for cause as a result of a conviction of a felony or for a crime involving moral turpitude. For purposes of this Agreement, the City shall have the burden of establishing by a preponderance of evidence that Employee was convicted of a felony or a crime of moral turpitude; or
- d. Employee may terminate this Agreement prior to the end of the Term on and after the end of the first eighteen (18) month period of the Term upon providing a one hundred eighty (180) day written notice to City.

Upon termination by either party for whatever reason from and after August 31, 1996, Employee shall be entitled to receive an amount equal to all accrued and unused sick and vacation leave to which Employee is entitled pursuant to the terms of this Agreement, which shall be calculated in accordance with the adopted and approved policies of the City as of the date of termination and at the applicable rate of pay as earned and accrued.

Section 6. Basic Salary

Employee shall be paid a basic salary of **\$18,455** for each calendar month (hereinafter the "Basic Salary"). The Basic Salary shall include payment by the City of both the Employer's and Employee's cost of FICA and Medicare sums as set by the Social Security Administration, and include the funding of the Governmental Money Purchase Plan (401A) for the benefit of Employee. The Basic Salary may be adjusted by the City Council, in its sole discretion, on

or before each anniversary date of this Agreement; otherwise, the Basic Salary of **Employee shall be adjusted to reflect a twelve (12) percent annual increase thereafter, beginning July 1, 2009.**

Each adjustment to the Basic Salary as provided in this Section shall be subject to the condition that the City's Audited Financial Statement of the General Fund Balance for the immediate past fiscal year prior to the adjustment evidences a positive cash position. In the event said Fund Balance for such fiscal year results in a negative cash position, the salary adjustment provided herein shall not take effect and employee shall receive the previous amount of Basic Salary in effect prior to the adjustment as provided in the Agreement.

Section 7. Employment Fringe Benefits

Employee shall be entitled to the following Fringe Benefits in accordance with this Agreement:

- a. City agrees at its sole expense to provide Employee and his dependants with the opportunity to obtain all insurance benefits provided to the City's unrepresented management employees, including but not limited to, dental, medical, and vision plans; and
- b. Employee shall be maintained by the City as **member of CALPERS** and the City's Supplemental Plan pursuant to the contract between the respective agencies and the City, as they now exist or may hereafter be amended, **provided all Employee's costs to maintain such membership** in said plans shall be paid by the City; and
- c. City shall make payment on behalf of Employee the cost of life insurance policy on Employee's life in coverage and companies of Employee's choice; and
- d. Employee shall commence as of the effective date of this Agreement to accrue vacation leave as an unrepresented employee, in such amounts commensurate with the employee's service credit with the California Public Employees' Retirement System (CALPERS). **Henceforth, the employee shall also accrue an additional amount equal to double the accrual rate stipulated in the foregoing sentence.** Employee shall accrue 100% sick leave as an unrepresented employee. **Henceforth, the employee shall also accrue an additional amount equal to the accrual rate stipulated in the foregoing sentence; and**
- e. City shall pay the annual dues to the International City Manager's Association on behalf of the Employee; and

- f. City shall pay to Employee an **auto allowance** in the amount of **\$400 per month** to be used by Employee towards reimbursement of Employee's **expenses** of a personal vehicle or the purchase or lease of a vehicle which Employee shall use in the performance of his duties and responsibilities as the CAO of City; and
- g. ~~City shall pay the full amount allowable under Section 457 of the Internal Revenue Code as deferred compensation~~ into a qualified retirement plan to the benefit of Employee. City shall make such payment within the first month of each calendar year.
- City shall also provide for the retirement of advances associated with the identified Plan in Section 7(g) on the effective date of this Agreement and with the retirement of advances associated with the Plan identified in Section 6 effective on this agreement's first anniversary.
- h. Employee shall be entitled, at Employee's discretion, to receive payment for any unused and accrued sick and vacation leave after the effective date of this Agreement.

Section 8. Expense Reimbursement

Employee shall be entitled to reimbursement for actual expenses incurred by him in the performance of his duties as CAO of City. All such expenses shall be reviewed and approved by the Mayor, or shall be paid pursuant to policies and or directives heretofore or hereafter issued by the City Council relating to such reimbursement.

Section 9. Indemnification

City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment or action, of any type or kind, arising out of any act or failure to act, by Employee, if such act or failure to act was within the course and scope of Employee's employment. City may compromise and settle any such claim or suit provided City shall bear the entire cost of any such settlement.

Section 10. No Reduction of Benefits

City shall not at any time during the Term of this Agreement reduce Employee's Basic Salary or fringe benefits package to which Employee is entitled as provided in accordance with this Agreement unless an identical across-the-board reduction in compensation and benefits is ordered for all other employees of City.

Section 11. Effect of Agreement

The execution of this Agreement shall not operate as a waiver of any claims either party hereto may have against the other party arising out of their prior relationship or employer-employee.

Section 12. Employee Evaluation

The City Council shall annually conduct an evaluation of the performance of Employee as CAO. Employee shall be fully informed of the details of such evaluation, and shall have a reasonable opportunity to present his views, with reference to such evaluation, to the City Council. All materials and comments made as part of the evaluation process shall be and remain confidential.

Section 13. Residence

The parties have agreed that it is essential and Employee hereby agrees to reside within a reasonable distance of approximately sixty minutes drive of the City in order to be immediately available in the event of need.

Section 14. Outside Employment

- a. During the Term of this Agreement, Employee shall not engage in any outside employment of any kind without the prior written consent of the City Council. The City Council shall exercised its sole discretion whether to grant or deny such consent, provided there is no conflict of interest of Employee due to such outside employment.
- b. Employee, after the termination of his employment or term of office, shall not for compensation during a period of two (2) years from the date of termination of employment, represent, aid, advise, counsel, consult or assist in representing any other person (other than City), before any court or public agency or any officer or employee thereof by making any formal or informal appearance, or by making any oral or written communication with the intent to influence, in connection with any proceeding if both of the following apply:
 - (1) The City of Bell or affiliated public entity, is a party or has a direct and substantial interest.
 - (2) The proceeding is one in which Employee formerly participated.

Section 15. Notices

Any notices required or permitted by this Agreement shall be in writing or shall be personally served upon the party to be notified, or shall be deposited in the custody of the United States Postal Service, or its successor, postage prepaid, and addressed as follows:

To City: City of Bell
 6330 Pine Avenue
 Bell, Ca 90201
 Attn: Mayor

To Employee: Robert A. Rizzo
 At his home address, which shall be maintained on file
 with the City Clerk.

Notices shall be deemed given as of the date of personal service or two (2) consecutive calendar days following deposit of the same in the custody of the United States Postal Service.

Section 16. Binding Effect

The provisions of this Agreement shall be binding upon the parties hereto and their respective successors in interest.

Section 17. Section Headings

The Section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

Section 18. No Presumption Re: Drafter

The parties hereto 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 same. 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.

Section 19. Assistance of Legal Counsel

Each party to this Agreement warrants to each other party, as follows:

- a. That each party either had the assistance of legal counsel or had legal counsel available to it, in the negotiation for and execution of this Agreement and all related documents; and
- b. That each party has lawfully authorized the execution or has executed this Agreement.

Section 20. Severability

This Agreement is severable, and if any provision or part hereof is judicially declared invalid, the remaining provisions shall be remain in force and effect.

Section 21. Modification

This Agreement shall not be modified except by written agreement of the parties.

Section 22. Effective Date

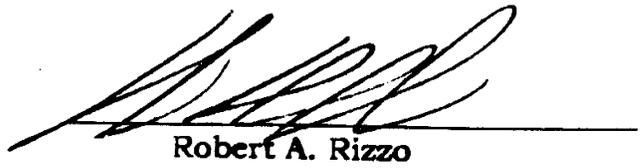
This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement for Employment to be executed as follows:

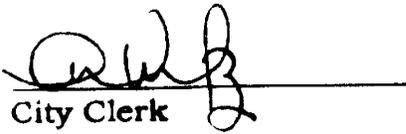
CITY OF BELL

By: 
Mayor

EMPLOYEE


Robert A. Rizzo

Attest:


City Clerk

AGREEMENT

This agreement for employment, ("Agreement") is made this **1st day of September, 2008,** by and **between the Bell Public Financing Authority** a component unit of the City of Bell (the "Authority") and Robert A. Rizzo, an individual (the "Employee") pursuant to the following terms and conditions:

RECITALS

- A. The Authority is a component unit of the City of Bell, a charter city, located in the County of Los Angeles, State of California; and
- B. The Authority desires to continue the employment for services of Employee as the **Executive Director of the Authority emanating above and beyond the duties of the Chief Administrative Officer (CAO);**
- C. Authority and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of the CAO in his capacity of Executive Director of the Authority; and
- D. Employee is willing to work as Executive Director of the Authority under the terms and conditions recited herein,

NOW, THEREFORE, AUTHORITY AND EMPLOYEE agree the following:

Section 1. Novation

The parties hereto intend by the execution of this Agreement to terminate and replace all prior oral and written agreements existing by and between the parties, through and including the effective date of this Agreement.

Section 2. Conditions of Employment

It is the intention of the parties that from and after the effective date of the Agreement that the terms and conditions of Employee's employment as Executive Director shall be governed exclusively by the provisions of this agreement and applicable provisions of law.

Section 3. Duties

Authority agrees to retain Employee as the Executive Director of Authority to have and exercise all of the powers, duties and responsibilities as Executive Director as set forth by the Authority and other applicable laws and regulations, and to perform such other proper duties as assigned by the Board of the Authority.

Section 4. Term

The term of this Agreement shall commence on the date first set forth above, and shall continue as provided herein. Upon the expiration of the first twelve (12) months of the Term and each 12-month period thereafter, the Term shall automatically extend for twelve (12) months so that the **Term remains at a constant thirty-six (36) months.**

In the event, either party desires that the mentioned automatic one-year renewal and extension of the Term be terminated, such party may give the other party a written notice of such termination of the renewal at least ninety (90) days prior to August 1 of any year of the Agreement. In such event, the Term of this Agreement shall be the balance of the thirty-six (36) months then remaining from the date of such notice.

Section 5. Termination

The parties hereto may terminate this Agreement prior to the end of the Term only in one of the following ways:

- a. By mutual agreement of the parties; or
- b. By the death or retirement of Employee; or
- c. Employee is terminated for cause as a result of a conviction of a felony or for a crime involving moral turpitude. For purposes of this Agreement, the Authority shall have the burden of establishing by a preponderance of evidence that Employee was convicted of a felony or a crime of moral turpitude; or
- d. Employee may terminate this Agreement prior to the end of the Term on and after the end of the first eighteen (18) month period of the Term upon providing a one hundred eighty (180) day written notice to Authority.

Upon termination by either party for whatever reason from and after August 31, 1996, Employee shall be entitled to receive an amount equal to all accrued and unused sick and vacation leave to which Employee is entitled pursuant to the terms of this Agreement, which shall be calculated in accordance with the adopted and approved policies of the City as of the date of termination and at the applicable rate of pay as earned and accrued.

Section 6. Basic Salary

Employee shall be paid a basic salary of **\$8,467.51 for each calendar month** (hereinafter the "Basic Salary"). The Basic Salary shall include payment by the Authority of both the Employer's and Employee's cost of FICA and Medicare sums as set by the Social Security Administration. The Basic Salary is subject to CALPERS contribution and shall be added to the aggregate value of all compensation for liquidation of accrued sick and vacation balances.

The Basic Salary may be adjusted by the Board, in its sole discretion, on or before each anniversary date of this Agreement; otherwise, ~~the Basic Salary of Employee shall be adjusted to reflect a twelve (12) percent annual increase thereafter, beginning July 1, 2009.~~

Each adjustment to the Basic Salary as provided in this Section shall be subject to the condition that the City's Audited Financial Statement of the General Fund Balance for the immediate past fiscal year prior to the adjustment evidences a positive cash position. In the event said Fund Balance for such fiscal year results in a negative cash position, the salary adjustment provided herein shall not take effect and employee shall receive the previous amount of Basic Salary in effect prior to the adjustment as provided in the Agreement.

Section 7. Employment Fringe Benefits

Employee shall be as same as those Fringe Benefits noted in the primary employment agreement for the employee fulfilling his primary capacity of Chief Administrative Officer. Under no circumstances shall fringe benefits be duplicated or considered to be an addition to those prescribed in the primary employment agreement.

Section 8. Expense Reimbursement

Employee shall be entitled to reimbursement for actual expenses incurred by him in the performance of his duties as Executive Director of Authority. All such expenses shall be reviewed and approved by the President, or shall be paid pursuant to policies and or directives heretofore or hereafter issued by the Board relating to such reimbursement.

Section 9. Indemnification

Authority shall defend, hold harmless and indemnify Employee against any claim, demand, judgment or action, of any type or kind, arising out of any act or failure to act, by Employee, if such act or failure to act was within the course and scope of Employee's employment. Authority may compromise and settle any such claim or suit provided Authority shall bear the entire cost of any such settlement.

Section 10. No Reduction of Benefits

Authority shall not at any time during the Term of this Agreement reduce Employee's Basic Salary or fringe benefits package to which Employee is entitled as provided in accordance with this Agreement unless an identical across-the-board reduction in compensation and benefits is ordered for all other employees of Authority.

Section 11. Effect of Agreement

The execution of this Agreement shall not operate as a waiver of any claims either party hereto may have against the other party arising out of their prior relationship or employer-employee.

Section 12. Employee Evaluation

The City Council shall annually conduct an evaluation of the performance of Employee as Executive Director. Employee shall be fully informed of the details of such evaluation, and shall have a reasonable opportunity to present his views, with reference to such evaluation, to the City Council. All materials and comments made as part of the evaluation process shall be and remain confidential.

Section 13. Residence

The parties have agreed that it is essential and Employee hereby agrees to reside within a reasonable distance of approximately sixty minutes drive of the Authority in order to be immediately available in the event of need.

Section 14. Outside Employment

- a. During the Term of this Agreement, Employee shall not engage in any outside employment of any kind without the prior written consent of the Board. The Board shall exercised its sole discretion whether to grant or deny such consent, provided there is no conflict of interest of Employee due to such outside employment.
- b. Employee, after the termination of his employment or term of office, shall not for compensation during a period of two (2) years from the date of termination of employment, represent, aid, advise, counsel, consult or assist in representing any other person (other than Authority), before any court or public agency or any officer or employee thereof by making any formal or informal appearance, or by making any oral or written communication with the intent to influence, in connection with any proceeding if both of the following apply:

- (1) The City of Bell or affiliated public entity, is a party or has a direct and substantial interest.
- (2) The proceeding is one in which Employee formerly participated.

Section 15. Notices

Any notices required or permitted by this Agreement shall be in writing or shall be personally served upon the party to be notified, or shall be deposited in the custody of the United States Postal Service, or its successor, postage prepaid, and addressed as follows:

To City: Bell Public Financing Authority
 6330 Pine Avenue
 Bell, Ca 90201
 Attn: President

To Employee: Robert A. Rizzo
 At his home address, which shall be maintained on file
 with the City Clerk.

Notices shall be deemed given as of the date of personal service or two (2) consecutive calendar days following deposit of the same in the custody of the United States Postal Service.

Section 16. Binding Effect

The provisions of this Agreement shall be binding upon the parties hereto and their respective successors in interest.

Section 17. Section Headings

The Section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

Section 18. No Presumption Re: Drafter

The parties hereto 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 same. 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.

Section 19. Assistance of Legal Counsel

Each party to this Agreement warrants to each other party, as follows:

- a. That each party either had the assistance of legal counsel or had legal counsel available to it, in the negotiation for and execution of this Agreement and all related documents; and
- b. That each party has lawfully authorized the execution or has executed this Agreement.

Section 20. Severability

This Agreement is severable, and if any provision or part hereof is judicially declared invalid, the remaining provisions shall be remain in force and effect.

Section 21. Modification

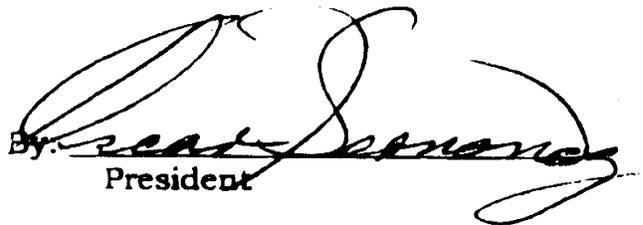
This Agreement shall not be modified except by written agreement of the parties.

Section 22. Effective Date

This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement for Employment to be executed as follows:

BELL PUBLIC FINANCING AUTHORITY

By: 
President

EMPLOYEE


Robert A. Rizzo

Attest:


City Clerk

City of Bell



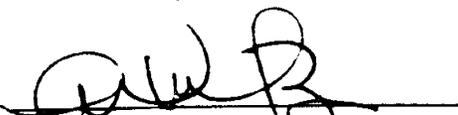
CERTIFICATE OF THE CLERK

STATE OF CALIFORNIA)
)ss
COUNTY OF LOS ANGELES)

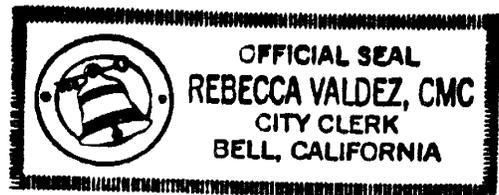
I, the undersigned, City Clerk of the City of Bell, hereby certify that the attached hereto is a full, true, correct and complete copy of **Employment Agreement for Robert A. Rizzo** is file in the official records of the City of Bell, California.

Date: July 28, 2010

Witness my hand and official seal.



Rebecca Valdez, CMC
City Clerk



AGREEMENT

This agreement for employment, ("Agreement") is made this 1st day of **September, 2008**, by and ~~between the Bell Community Housing Authority~~ a component unit of the City of Bell (the "Authority") and Robert A. Rizzo, an individual (the "Employee") pursuant to the following terms and conditions:

RECITALS

- A. The Authority is a component unit of the City of Bell, charter city located in the County of Los Angeles, State of California; and
- B. The Authority desires to continue the employment for services of Employee as the **Executive Director of the Authority emanating above and beyond the duties of the Chief Administrative Officer (CAO)**
- C. Authority and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of the CAO in his capacity of Executive Director of the Authority; and
- D. Employee is willing to work as Executive Director of the Authority under the terms and conditions recited herein,

NOW, THEREFORE, AUTHORITY AND EMPLOYEE agree the following:

Section 1. Novation

The parties hereto intend by the execution of this Agreement to terminate and replace all prior oral and written agreements existing by and between the parties, through and including the effective date of this Agreement.

Section 2. Conditions of Employment

It is the intention of the parties that from and after the effective date of the Agreement that the terms and conditions of Employee's employment as Executive Director shall be governed exclusively by the provisions of this agreement and applicable provisions of law.

Section 3. Duties

Authority agrees to **retain Employee as the Executive Director of Authority** to have and exercise all of the powers, duties and responsibilities as Executive Director as set forth by the Authority and other applicable laws and regulations, and to perform such other proper duties as assigned by the Board of the Authority.

Section 4. Term

The term of this Agreement shall commence on the date first set forth above, and shall continue as provided herein. Upon the expiration of the first twelve (12) months of the Term and each 12-month period thereafter, the Term shall automatically extend for twelve (12) months so that the Term **remains at a constant thirty-six (36) months**.

In the event, either party desires that the mentioned automatic one-year renewal and extension of the Term be terminated, such party may give the other party a written notice of such termination of the renewal at least ninety (90) days prior to August 1 of any year of the Agreement. In such event, the Term of this Agreement shall be the balance of the thirty-six (36) months then remaining from the date of such notice.

Section 5. Termination

The parties hereto may terminate this Agreement prior to the end of the Term only in one of the following ways:

- a. By mutual agreement of the parties; or
- b. By the death or retirement of Employee; or
- c. Employee is terminated for cause as a result of a conviction of a felony or for a crime involving moral turpitude. For purposes of this Agreement, the Authority shall have the burden of establishing by a preponderance of evidence that Employee was convicted of a felony or a crime of moral turpitude; or
- d. Employee may terminate this Agreement prior to the end of the Term on and after the end of the first eighteen (18) month period of the Term upon providing a one hundred eighty (180) day written notice to Authority.

Upon termination by either party for whatever reason from and after August 31, 1996, Employee shall be entitled to receive an amount equal to all accrued and unused sick and vacation leave to which Employee is entitled pursuant to the terms of this Agreement, which shall be calculated in accordance with the adopted and approved policies of the City as of the date of termination and at the applicable rate of pay as earned and accrued.

Section 6. Basis Salary

Employee shall be paid a basic salary of **\$8,467.51 for each calendar month** (hereinafter the "Basic Salary"). The Basic Salary shall include payment by the Authority of both the Employer's and Employee's cost of FICA and Medicare sums as set by the Social Security Administration. The Basic Salary is subject to CALPERS contribution and shall be added to the aggregate value of all compensation for liquidation of accrued sick and vacation balances. ✓

The Basic Salary may be adjusted by the Board, in its sole discretion, on or before each anniversary date of this Agreement; otherwise, the Basic Salary of Employee ~~shall be adjusted to reflect a twelve (12) percent annual increase thereafter, beginning July 1, 2009~~

Each adjustment to the Basic Salary as provided in this Section shall be subject to the condition that the City's Audited Financial Statement of the General Fund Balance for the immediate past fiscal year prior to the adjustment evidences a positive cash position. In the event said Fund Balance for such fiscal year results in a negative cash position, the salary adjustment provided herein shall not take effect and employee shall receive the previous amount of Basic Salary in effect prior to the adjustment as provided in the Agreement.

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Employee shall be as same as those Fringe Benefits noted in the primary employment agreement for the employee fulfilling his primary capacity of Chief Administrative Officer. Under no circumstances shall fringe benefits be duplicated or considered to be an addition to those prescribed in the primary employment agreement.

Section 8. Expense Reimbursement

Employee shall be entitled to reimbursement for actual expenses incurred by him in the performance of his duties as Executive Director of Authority. All such expenses shall be reviewed and approved by the President, or shall be paid pursuant to policies and or directives heretofore or hereafter issued by the Board relating to such reimbursement.

Section 9. Indemnification

Authority shall defend, hold harmless and indemnify Employee against any claim, demand, judgment or action, of any type or kind, arising out of any act or failure to act, by Employee, if such act or failure to act was within the course and scope of Employee's employment. Authority may compromise and settle any such claim or suit provided Authority shall bear the entire cost of any such settlement.

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The City Council shall annually conduct an evaluation of the performance of Employee as Executive Director. Employee shall be fully informed of the details of such evaluation, and shall have a reasonable opportunity to present his views, with reference to such evaluation, to the City Council. All materials and comments made as part of the evaluation process shall be and remain confidential.

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The parties have agreed that it is essential and Employee hereby agrees to reside within a reasonable distance of approximately sixty minutes drive of the Authority in order to be immediately available in the event of need.

Section 14. Outside Employment

- a. During the Term of this Agreement, Employee shall not engage in any outside employment of any kind without the prior written consent of the Board. The Board shall exercised its sole discretion whether to grant or deny such consent, provided there is no conflict of interest of Employee due to such outside employment.
- b. Employee, after the termination of his employment or term of office, shall not for compensation during a period of two (2) years from the date of termination of employment, represent, aid, advise, counsel, consult or assist in representing any other person (other than Authority), before any court or public agency or any officer or employee thereof by making any formal or informal appearance, or by making any oral or written communication with the intent to influence, in connection with any proceeding if both of the following apply:

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- (2) The proceeding is one in which Employee formerly participated.

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Any notices required or permitted by this Agreement shall be in writing or shall be personally served upon the party to be notified, or shall be deposited in the custody of the United States Postal Service, or its successor, postage prepaid, and addressed as follows:

To City: Bell Public Financing Authority
 6330 Pine Avenue
 Bell, Ca 90201
 Attn: President

To Employee: Robert A. Rizzo
 At his home address, which shall be maintained on file
 with the City Clerk.

Notices shall be deemed given as of the date of personal service or two (2) consecutive calendar days following deposit of the same in the custody of the United States Postal Service.

Section 16. Binding Effect

The provisions of this Agreement shall be binding upon the parties hereto and their respective successors in interest.

Section 17. Section Headings

The Section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

Section 18. No Presumption Re: Drafter

The parties hereto 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 same. 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

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Each party to this Agreement warrants to each other party, as follows:

- a. That each party either had the assistance of legal counsel or had legal counsel available to it, in the negotiation for and execution of this Agreement and all related documents; and
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Section 20. Severability

This Agreement is severable, and if any provision or part hereof is judicially declared invalid, the remaining provisions shall be remain in force and effect.

Section 21. Modification

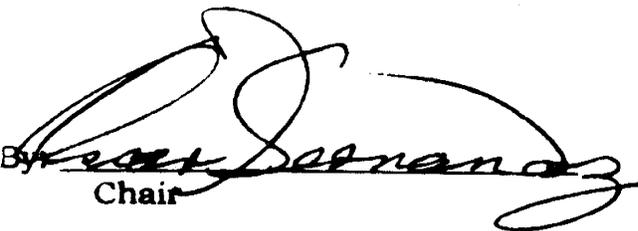
This Agreement shall not be modified except by written agreement of the parties.

Section 22. Effective Date

This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement for Employment to be executed as follows:

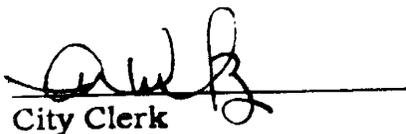
**BELL COMMUNITY HOUSING
AUTHORITY**

By 
Chair

EMPLOYEE


Robert A. Rizzo

Attest:


City Clerk

City of Bell



CERTIFICATE OF THE CLERK

STATE OF CALIFORNIA)
)ss
COUNTY OF LOS ANGELES)

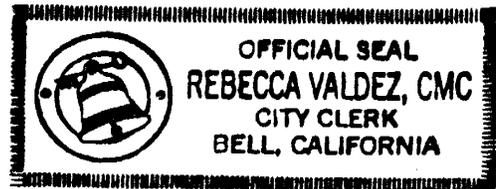
I, the undersigned, City Clerk of the City of Bell, hereby certify that the attached hereto is a full, true, correct and complete copy of **Employment Agreement for Robert A. Rizzo** is file in the official records of the City of Bell, California.

Date: July 28, 2010

Witness my hand and official seal.



Rebecca Valdez, CMC
City Clerk



AGREEMENT

This agreement for employment, ("Agreement") is made this ~~1st~~ day of **September, 2008**, by and ~~between the Bell Surplus Property Authority~~ a component unit of the City of Bell (the "Authority") and Robert A. Rizzo, an individual (the "Employee") pursuant to the following terms and conditions: ✓

RECITALS

- A. The Authority is a component unit of the City of Bell, charter city located in the County of Los Angeles, State of California; and
- B. The Authority desires to continue the employment for services of Employee as ~~the Executive Director of the Authority emanating above and beyond the duties of the Chief Administrative Officer (CAO)~~
- C. Authority and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of the CAO in his capacity of Executive Director of the Authority; and
- D. Employee is willing to work as Executive Director of the Authority under the terms and conditions recited herein,

NOW, THEREFORE, AUTHORITY AND EMPLOYEE agree the following:

Section 1. Novation

The parties hereto intend by the execution of this Agreement to terminate and replace all prior oral and written agreements existing by and between the parties, through and including the effective date of this Agreement.

Section 2. Conditions of Employment

It is the intention of the parties that from and after the effective date of the Agreement that the terms and conditions of Employee's employment as Executive Director shall be governed exclusively by the provisions of this agreement and applicable provisions of law.

Section 3. Duties

Authority agrees to ~~retain Employee as the Executive Director of Authority~~ to have and exercise all of the powers, duties and responsibilities as Executive Director as set forth by the Authority and other applicable laws and regulations, and to perform such other proper duties as assigned by the Board of the Authority. ✓

Section 4. Term

The term of this Agreement shall commence on the date first set forth above, and shall continue as provided herein. Upon the expiration of the first twelve (12) months of the Term and each 12-month period thereafter, the Term shall automatically extend for twelve (12) months so that the Term **remains at a constant thirty (36) months.**

In the event, either party desires that the mentioned automatic one-year renewal and extension of the Term be terminated, such party may give the other party a written notice of such termination of the renewal at least ninety (90) days prior to August 1 of any year of the Agreement. In such event, the Term of this Agreement shall be the balance of the thirty-six (36) months then remaining from the date of such notice.

Section 5. Termination

The parties hereto may terminate this Agreement prior to the end of the Term only in one of the following ways:

- a. By mutual agreement of the parties; or
- b. By the death or retirement of Employee; or
- c. Employee is terminated for cause as a result of a conviction of a felony or for a crime involving moral turpitude. For purposes of this Agreement, the Authority shall have the burden of establishing by a preponderance of evidence that Employee was convicted of a felony or a crime of moral turpitude; or
- d. Employee may terminate this Agreement prior to the end of the Term on and after the end of the first eighteen (18) month period of the Term upon providing a one hundred eighty (180) day written notice to Authority.

Upon termination by either party for whatever reason from and after August 31, 1996, Employee shall be entitled to receive an amount equal to all accrued and unused sick and vacation leave to which Employee is entitled pursuant to the terms of this Agreement, which shall be calculated in accordance with the adopted and approved policies of the City as of the date of termination and at the applicable rate of pay as earned and accrued.

Section 6. Basic Salary

Employee shall be paid a basic salary of **\$8,467.51 for each calendar month** (hereinafter the "Basic Salary"). The Basic Salary shall include payment by the Authority of both the Employer's and Employee's cost of FICA and Medicare sums as set by the Social Security Administration. The Basic Salary is subject to CALPERS contribution and shall be added to the aggregate value of all compensation for liquidation of accrued sick and vacation balances.

The Basic Salary may be adjusted by the Board, in its sole discretion, on or before each anniversary date of this Agreement; otherwise, the **Basic Salary of Employee shall be adjusted to reflect a twelve (12) percent annual increase thereafter, beginning July 1, 2009.**

Each adjustment to the Basic Salary as provided in this Section shall be subject to the condition that the City's Audited Financial Statement of the General Fund Balance for the immediate past fiscal year prior to the adjustment evidences a positive cash position. In the event said Fund Balance for such fiscal year results in a negative cash position, the salary adjustment provided herein shall not take effect and employee shall receive the previous amount of Basic Salary in effect prior to the adjustment as provided in the Agreement.

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The parties have agreed that it is essential and Employee hereby agrees to reside within a reasonable distance of approximately sixty minutes drive of the Authority in order to be immediately available in the event of need.

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- a. During the Term of this Agreement, Employee shall not engage in any outside employment of any kind without the prior written consent of the Board. The Board shall exercised its sole discretion whether to grant or deny such consent, provided there is no conflict of interest of Employee due to such outside employment.
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To City: Bell Public Financing Authority
 6330 Pine Avenue
 Bell, Ca 90201
 Attn: President

To Employee: Robert A. Rizzo
 At his home address, which shall be maintained on file
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Each party to this Agreement warrants to each other party, as follows:

- a. That each party either had the assistance of legal counsel or had legal counsel available to it, in the negotiation for and execution of this Agreement and all related documents; and
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This Agreement is severable, and if any provision or part hereof is judicially declared invalid, the remaining provisions shall be remain in force and effect.

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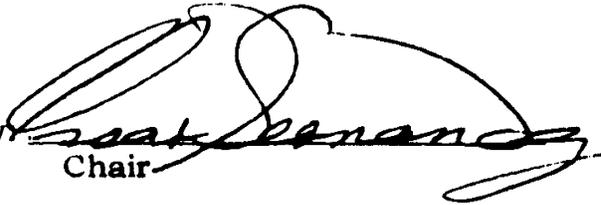
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Section 22. Effective Date

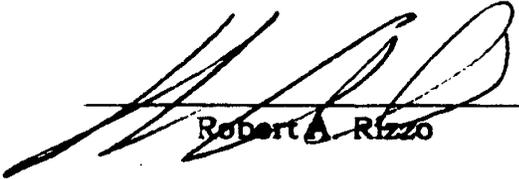
This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement for Employment to be executed as follows:

BELL SURPLUS PROPERTY AUTHORITY

By 
Chair

EMPLOYEE


Robert A. Rizzo

Attest:


City Clerk

AGREEMENT

This agreement for employment, ("Agreement") is made this 1st day of **September, 2006**, by and between the **Bell Solid Waste and Recycling Authority** a component unit of the City of Bell (the "Authority") and Robert A. Rizzo, an individual (the "Employee") pursuant to the following terms and conditions: ✓

RECITALS

- A. The Authority is a component unit of the City of Bell, charter city located in the County of Los Angeles, State of California; and
- B. The Authority desires to continue the employment for services of Employee as the **Executive Director of the Authority emanating above, and beyond the duties of the Chief Administrative Officer (CAO);**
- C. Authority and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of the CAO in his capacity of Executive Director of the Authority; and
- D. Employee is willing to work as Executive Director of the Authority under the terms and conditions recited herein,

NOW, THEREFORE, AUTHORITY AND EMPLOYEE agree the following:

Section 1. Novation

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Section 2. Conditions of Employment

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Authority agrees to retain Employee as the Executive Director of Authority to have and exercise all of the powers, duties and responsibilities as Executive Director as set forth by the Authority and other applicable laws and regulations, and to perform such other proper duties as assigned by the Board of the Authority. ✓

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- c. Employee is terminated for cause as a result of a conviction of a felony or for a crime involving moral turpitude. For purposes of this Agreement, the Authority shall have the burden of establishing by a preponderance of evidence that Employee was convicted of a felony or a crime of moral turpitude; or
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Employee shall be paid a basic salary of **\$8,467.51** for each calendar month (hereinafter the "Basic Salary"). The Basic Salary shall include payment by the Authority of both the Employer's and Employee's cost of FICA and Medicare sums as set by the Social Security Administration. The Basic Salary is subject to CALPERS contribution and shall be added to the aggregate value of all compensation for liquidation of accrued sick and vacation balances.

The Basic Salary may be adjusted by the Board, in its sole discretion, on or before each anniversary date of this Agreement; otherwise, the Basic Salary of Employee shall be ~~adjusted to reflect a twelve (12) percent annual increase thereafter, beginning July 1, 2009~~

Each adjustment to the Basic Salary as provided in this Section shall be subject to the condition that the City's Audited Financial Statement of the General Fund Balance for the immediate past fiscal year prior to the adjustment evidences a positive cash position. In the event said Fund Balance for such fiscal year results in a negative cash position, the salary adjustment provided herein shall not take effect and employee shall receive the previous amount of Basic Salary in effect prior to the adjustment as provided in the Agreement.

Section 7. Employment Fringe Benefits

Employee shall be as same as those Fringe Benefits noted in the primary employment agreement for the employee fulfilling his primary capacity of Chief Administrative Officer. Under no circumstances shall fringe benefits be duplicated or considered to be an addition to those prescribed in the primary employment agreement.

Section 8. Expense Reimbursement

Employee shall be entitled to reimbursement for actual expenses incurred by him in the performance of his duties as Executive Director of Authority. All such expenses shall be reviewed and approved by the President, or shall be paid pursuant to policies and or directives heretofore or hereafter issued by the Board relating to such reimbursement.

Section 9. Indemnification

Authority shall defend, hold harmless and indemnify Employee against any claim, demand, judgment or action, of any type or kind, arising out of any act or failure to act, by Employee, if such act or failure to act was within the course and scope of Employee's employment. Authority may compromise and settle any such claim or suit provided Authority shall bear the entire cost of any such settlement.

Section 10. No Reduction of Benefits

Authority shall not at any time during the Term of this Agreement reduce Employee's Basic Salary or fringe benefits package to which Employee is entitled as provided in accordance with this Agreement unless an identical across-the-board reduction in compensation and benefits is ordered for all other employees of Authority.

Section 11. Effect of Agreement

The execution of this Agreement shall not operate as a waiver of any claims either party hereto may have against the other party arising out of their prior relationship or employer-employee.

Section 12. Employee Evaluation

The City Council shall annually conduct an evaluation of the performance of Employee as Executive Director. Employee shall be fully informed of the details of such evaluation, and shall have a reasonable opportunity to present his views, with reference to such evaluation, to the City Council. All materials and comments made as part of the evaluation process shall be and remain confidential.

Section 13. Residence

The parties have agreed that it is essential and Employee hereby agrees to reside within a reasonable distance of approximately sixty minutes drive of the Authority in order to be immediately available in the event of need.

Section 14. Outside Employment

- a. During the Term of this Agreement, Employee shall not engage in any outside employment of any kind without the prior written consent of the Board. The Board shall exercised its sole discretion whether to grant or deny such consent, provided there is no conflict of interest of Employee due to such outside employment.
- b. Employee, after the termination of his employment or term of office, shall not for compensation during a period of two (2) years from the date of termination of employment, represent, aid, advise, counsel, consult or assist in representing any other person (other than Authority), before any court or public agency or any officer or employee thereof by making any formal or informal appearance, or by making any oral or written communication with the intent to influence, in connection with any proceeding if both of the following apply:

- (1) The City of Bell or affiliated public entity, is a party or has a direct and substantial interest.
- (2) The proceeding is one in which Employee formerly participated.

Section 15. Notices

Any notices required or permitted by this Agreement shall be in writing or shall be personally served upon the party to be notified, or shall be deposited in the custody of the United States Postal Service, or its successor, postage prepaid, and addressed as follows:

To City: Bell Public Financing Authority
 6330 Pine Avenue
 Bell, Ca 90201
 Attn: President

To Employee: Robert A. Rizzo
 At his home address, which shall be maintained on file
 with the City Clerk.

Notices shall be deemed given as of the date of personal service or two (2) consecutive calendar days following deposit of the same in the custody of the United States Postal Service.

Section 16. Binding Effect

The provisions of this Agreement shall be binding upon the parties hereto and their respective successors in interest.

Section 17. Section Headings

The Section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

Section 18. No Presumption Re: Drafter

The parties hereto 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 same. 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.

Section 19. Assistance of Legal Counsel

Each party to this Agreement warrants to each other party, as follows:

- a. That each party either had the assistance of legal counsel or had legal counsel available to it, in the negotiation for and execution of this Agreement and all related documents; and
- b. That each party has lawfully authorized the execution or has executed this Agreement.

Section 20. Severability

This Agreement is severable, and if any provision or part hereof is judicially declared invalid, the remaining provisions shall be remain in force and effect.

Section 21. Modification

This Agreement shall not be modified except by written agreement of the parties.

Section 22. Effective Date

This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement for Employment to be executed as follows:

**BELL SOLID WASTE AND RECYCLING
AUTHORITY**

By 
Chair

EMPLOYEE


Robert A. Rizzo

Attest:


City Clerk

City of Bell



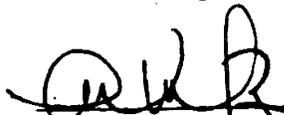
CERTIFICATE OF THE CLERK

STATE OF CALIFORNIA)
)ss
COUNTY OF LOS ANGELES)

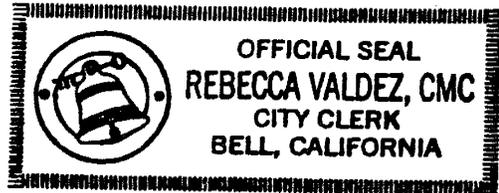
I, the undersigned, City Clerk of the City of Bell, hereby certify that the attached hereto is a full, true, correct and complete copy of **Employment Agreement for Randy G. Adams** is file in the official records of the City of Bell, California.

Date: July 28, 2010

Witness my hand and official seal.



Rebecca Valdez CMC
City Clerk



AGREEMENT FOR EMPLOYMENT

THIS AGREEMENT FOR EMPLOYMENT, ("Agreement") is made this ~~28th day of April, 2009~~ by and between the CITY OF BELL, a general law city (the "City") and Randy G. Adams, an individual (the "Employee") pursuant to the following terms and conditions:

RECITALS

- A. The City is a general law city located in the County of Los Angeles, State of California; and
- B. The City desires the employment for services of Employee as ~~Special Police Counsel to the CAO commencing July 27, 2009~~; and
- C. City and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of Special Police Counsel to the CAO; and
- D. Employee is willing to work as Special Police Counsel to the CAO under the terms and conditions recited herein,

NOW, THEREFORE, CITY AND EMPLOYEE agree to the following:

Section 1. Novation

The parties hereto, intend by the execution of this Agreement, to comply and enforce this written agreement, through and including the effective date of this Agreement.

Section 2. Conditions of Employment

It is the intention of the parties that from and after the effective date of this Agreement that the terms and conditions of Employee's employment as Special Police Counsel to the CAO shall be governed exclusively by the provisions of this Agreement and applicable provisions of law.

Section 3. Duties

City agrees to retain Employee as the Special Police Counsel to the CAO to provide law enforcement counsel as it relates to all of the powers, duties and responsibilities as Chief of Police as set forth in the Bell Municipal Code and other applicable laws and regulations, and to perform such other proper duties as assigned by the Chief Administrative Officer (CAO) of the City.

Section 4. Termination

The parties hereto may terminate this Agreement prior to the end of the Term, or any renewal period thereafter, in one of the following ways:

- a. By mutual agreement of the parties; or
- b. By the death or retirement of Employee; or
- c. Employee is terminated for cause as a result of a conviction of a felony or for a crime involving moral turpitude. For purposes of this Agreement, the City shall have the burden of establishing by a preponderance of evidence that Employee was convicted of a felony or a crime of moral turpitude.
- d. By the City without cause upon giving thirty (30) days written notice to Employee of the termination of this Agreement. In the event of such termination, Employee shall be entitled to receive a payment in the sum calculated at twelve months of the then monthly salary of Employee.

Section 5. Basic Salary

Employee shall be paid (hereinafter the "Basic Salary") **\$9,884.68 per pay period.** The Basic Salary may be adjusted by the CAO, in his sole discretion, on or before each anniversary date of this Agreement in an amount commensurate with Employee's performance.

\$21,417.14/mo

Each adjustment to the Basic Salary shall be subject to the condition that the City's Audited Statement of the General Fund Balance for the immediate past fiscal year prior to the adjustment evidences a positive cash position. In the event said Fund Balance for such fiscal year results in a negative cash position, no salary adjustment will be provided.

raises based on Gen Fund Bal

Section 6. Employment Fringe Benefits

Employee shall be entitled to the following Fringe Benefits in accordance with this Agreement:

- a. Employee shall be maintained by the City as a public safety member of PERS pursuant to the contract between PERS and the City, as it now exists or may hereafter be amended, provided all Employee's costs to maintain such membership in said PERS shall be paid by the City; and
- b. City may pay annual professional dues and fees on behalf of Employee approved annually in the City budget by the City Council commencing July 1, 2009.

Section 7. Expense Reimbursement

Employee may be entitled to reimbursement for actual expenses incurred in the performance of his duties as Special Police Counsel to the CAO. All such expenses shall be reviewed and approval determined by the CAO.

Section 8. Use of Vehicle and Equipment

Employee will utilize his personal vehicle in the course and scope of his employment. City will equip the vehicle with all necessary law enforcement accessories. City shall indemnify, defend and hold harmless Employee for any claims made based upon his use of the vehicle in the course and scope of his duties as the Chief of Police. Employee will indemnify, defend, and hold harmless City for any claims made based upon his use of the vehicle outside the course and scope of his duties as an employee of the City.

Section 9. Indemnification

City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment or action, of any type or kind, arising out of any act or failure to act, by Employee, if such act or failure to act was within the course and scope of Employee's employment. City may compromise and settle any such claim or suit provided City shall bear the entire cost of any such settlement.

Section 10. No Reduction of Benefits

City shall not at any time during the Term of this Agreement reduce Employee's Basic Salary or Fringe Benefits package to which Employee is entitled as provided in accordance with this Agreement, unless an identical across-the-board reduction in compensation and benefits is ordered for all other employees of City.

Section 11. Effect of Agreement

The execution of this Agreement shall not operate as a waiver of any claims either party hereto may have against the other party arising out of their prior relationship of employer-employee.

Section 12. Employee Evaluation

Subject to the CAO providing a recommendation and draft performance evaluation of Special Police Counsel to the CAO to the City Council on or before August 1 of each year of the Term, the City Council shall annually conduct an evaluation of the performance of Employee as Special Police Counsel to the CAO. Employee shall be fully informed of the details of such evaluation and shall have a reasonable opportunity to present his views, with reference to such evaluation. All materials and comments made as part of the evaluation process shall be and remain confidential.

Section 13. Outside Employment

- a. During the Term of this Agreement, Employee shall not engage in any outside employment of any kind without the prior written consent of the CAO. This shall be at the sole discretion of the CAO whether to grant or deny such consent, provided there is no conflict of interest of Employee due to such outside employment.
- b. Employee, after the termination of his employment or term of office, shall not for compensation during a period of two (2) years from the date of termination of employment, represent, aid, advise, counsel, consult or assist in representing any other person (other than City), before any court or public agency or any officer or employee thereof by making any formal or informal appearance, or by making any oral or written communication with the intent to influence, in connection with any proceeding if both of the following apply:
 - 1) The City of Bell or affiliated public entity, is a party or has a direct and substantial interest.
 - 2) The proceeding is one in which Employee formerly participated.

Section 14. Notices

Any notice required or permitted by this Agreement shall be in writing and shall be personally served upon the party to be notified, or shall be deposited in the custody of the United States Postal Service, or its successor, postage prepaid, and addressed as follows:

To City: City of Bell
 6330 Pine Avenue
 Bell, California 90201
 Attn: CAO

To Employee: Randy G. Adams
 At his home address, which shall be
 maintained on file with the City Clerk.

Notices shall be deemed given as of the date of personal service of five (5) consecutive calendar days following deposit of the same in the custody of the United States Postal Service.

Section 15. Binding Effect

The provisions of this Agreement shall be binding upon the parties hereto and their respective successors in interest.

Section 16. Section Headings

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

Section 17. No Presumption Re: Drafter

The parties hereto 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 same. 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.

Section 18. Assistance of Legal Counsel

Each party to this Agreement warrants to each other party, as follows:

- a. That each party either had the assistance of legal counsel or had legal counsel available to it, in the negotiation for and execution of this Agreement and all related documents; and
- b. That each party has lawfully authorized the execution or has executed this Agreement.

Section 19. Severability

This Agreement is severable, and if any provision or part hereof is judicially declared invalid, the remaining provisions shall remain in force and effect.

Section 20. Modification

This Agreement shall not be modified except by written agreement of the parties.

Section 21. Effective Date

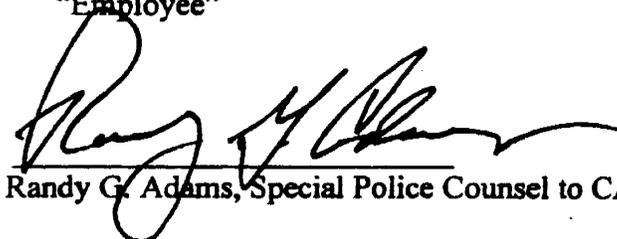
This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement for Employment to be executed as follows:

("City")
CITY OF BELL, CALIFORNIA

By: 
Robert A. Rizzo, Chief Administrative Officer

"Employee"

By: 
Randy G. Adams, Special Police Counsel to CAO

City of Bell



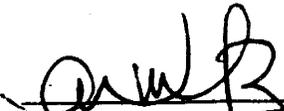
CERTIFICATE OF THE CLERK

STATE OF CALIFORNIA)
)ss
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Bell, hereby certify that the attached hereto is a full, true, correct and complete copy of **Employment Agreement for Randy G. Adams** is file in the official records of the City of Bell, California.

Date: July 28, 2010

Witness my hand and official seal.



Rebecca Valdez, CMC
City Clerk



AGREEMENT FOR EMPLOYMENT

THIS AGREEMENT FOR EMPLOYMENT, ("Agreement") is made this **29th day of May, 2009**, by and between the CITY OF BELL, a general law city (the "City") and Randy G. Adams, an individual (the "Employee") pursuant to the following terms and conditions:

RECITALS

- A. The City is a general law city located in the County of Los Angeles, State of California; and
- B. The City desires the employment for services of Employee as the **Chief of Police of City commencing July 27, 2009**; and
- C. City and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of the Chief of Police; and
- D. Employee is willing to work as Chief of Police of City under the terms and conditions recited herein,

NOW, THEREFORE, CITY AND EMPLOYEE agree to the following:

Section 1. Introduction

The parties hereto, intend by the execution of this Agreement, to comply and enforce this written agreement, through and including the effective date of this Agreement.

Section 2. Conditions of Employment

It is the intention of the parties that from and after the effective date of this Agreement that the terms and conditions of Employee's employment as Chief of Police shall be governed exclusively by the provisions of this Agreement and applicable provisions of law.

Section 3. Duties

City agrees to retain Employee as the Chief of Police of City to have and exercise all of the powers, duties and responsibilities as Chief of Police as set forth in the Bell Municipal Code and other applicable laws and regulations, and to perform such other proper duties as assigned by the Chief Administrative Officer (CAO) of the City.

Section 4. Termination

The parties hereto may terminate this Agreement prior to the end of the Term, or any renewal period thereafter, in one of the following ways:

- a. By mutual agreement of the parties; or
- b. By the death or retirement of Employee; or
- c. Employee is terminated for cause as a result of a conviction of a felony or for a crime involving moral turpitude. For purposes of this Agreement, the City shall have the burden of establishing by a preponderance of evidence that Employee was convicted of a felony or a crime of moral turpitude.
- d. By the City without cause upon giving thirty (30) days written notice to Employee of the termination of this Agreement. In the event of such termination, Employee shall be entitled to receive a payment in the sum calculated at twelve months of the then total compensation of Employee.

Upon termination by either party for whatever reason, Employee shall be entitled to receive an amount equal to all accrued and unused sick and vacation leave to which Employee is entitled pursuant to the terms of this Agreement, which shall be calculated in accordance with the adopted and approved policies of the City as of the date of termination and at the applicable rate of pay as earned and accrued.

Section 5. Basic Salary

Employee shall be paid (hereinafter the "Basic Salary") **\$ 17,577.00 per pay period**. The Basic Salary may be adjusted by the CAO, in his sole discretion, on or before each anniversary date of this Agreement in an amount commensurate with Employee's performance.

\$ 2004.09/mo

Each adjustment to the Basic Salary shall be subject to the condition that the City's Audited Statement of the General Fund Balance for the immediate past fiscal year prior to the adjustment evidences a positive cash position. In the event said Fund Balance for such fiscal year results in a negative cash position, no salary adjustment will be provided.

Section 6. Employment Fringe Benefits

Employee shall be entitled to the following Fringe Benefits in accordance with this Agreement:

- a. City agrees at its sole expense to provide Employee and his dependents with the opportunity to obtain all insurance benefits provided to the City's unrepresented management employees, including but not limited to, dental, medical, and vision plans; and

- b. City agrees at its sole expense to provide Employee and his dependents with lifetime insurance benefits for dental, medical, and vision plans provided he terminates employment with the City of Bell in good standing. Good standing is defined as any separation other than as described in Section 4(c); and
- c. Employee shall be maintained by the City as a public safety member of PERS pursuant to the contract between PERS and the City, as it now exists or may hereafter be amended, and all Employee's costs to maintain such membership in said PERS shall be paid by the City; and
- d. Employee shall, as of the effective date of this Agreement, accrue vacation leave and sick leave based upon his tenure with the City and calculated on the applicable basic salary rate; and
- e. City may pay annual professional dues and fees on behalf of Employee approved annually in the City budget by the City Council commencing July 1, 2009.

Section 7. Expense Reimbursement

Employee may be entitled to reimbursement for actual expenses incurred in the performance of his duties as Chief of Police of City. All such expenses shall be reviewed and approval determined by the CAO.

Section 8. Use of Vehicle and Equipment

Employee will utilize his personal vehicle in the course and scope of his employment. City will equip the vehicle with all necessary law enforcement accessories. City shall indemnify, defend and hold harmless Employee for any claims made based upon his use of the vehicle in the course and scope of his duties as a peace officer for the State of California. Employee will indemnify, defend, and hold harmless City for any claims made based upon his use of the vehicle outside the course and scope of his duties as a peace officer for the State of California.

Section 9. Indemnification

City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment or action, of any type or kind, arising out of any act or failure to act, by Employee, if such act or failure to act was within the course and scope of Employee's employment. City may compromise and settle any such claim or suit provided City shall bear the entire cost of any such settlement.

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Subject to the CAO providing a recommendation and draft performance evaluation of Chief of Police to the City Council on or before August 1 of each year of the Term, the City Council shall annually conduct an evaluation of the performance of Employee as Chief of Police. Employee shall be fully informed of the details of such evaluation and shall have a reasonable opportunity to present his views, with reference to such evaluation. All materials and comments made as part of the evaluation process shall be and remain confidential.

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- a. During the Term of this Agreement, Employee shall not engage in any outside employment of any kind without the prior written consent of the CAO. This shall be at the sole discretion of the CAO whether to grant or deny such consent, provided there is no conflict of interest of Employee due to such outside employment.
- b. Employee, after the termination of his employment or term of office, shall not for compensation during a period of two (2) years from the date of termination of employment, represent, aid, advise, counsel, consult or assist in representing any other person (other than City), before any court or public agency or any officer or employee thereof by making any formal or informal appearance, or by making any oral or written communication with the intent to influence, in connection with any proceeding if both of the following apply:
 - 1) The City of Bell or affiliated public entity is a party or has a direct and substantial interest.
 - 2) The proceeding is one in which Employee formerly participated.

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To City:	City of Bell
	6330 Pine Avenue
	Bell, California 90201
	Attn: CAO

To Employee: Randy G. Adams
At his home address which shall be
maintained on file with the City Clerk.

Notices shall be deemed given as of the date of personal service of five (5) consecutive calendar days following deposit of the same in the custody of the United States Postal Service.

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Each party to this Agreement warrants to each other party, as follows:

- a. That each party either had the assistance of legal counsel or had legal counsel available to it, in the negotiation for and execution of this Agreement and all related documents; and
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This Agreement is severable, and if any provision or part hereof is judicially declared invalid, the remaining provisions shall remain in force and effect.

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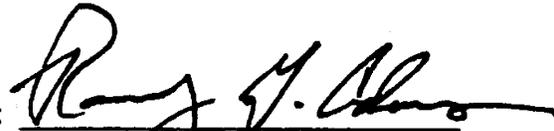
This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement for Employment to be executed as follows:

("City")
CITY OF BELL, CALIFORNIA

By: 
Robert A. Rizzo, Chief Administrative Officer

"Employee"

By: 
Randy G. Adams, Chief of Police

City of Bell



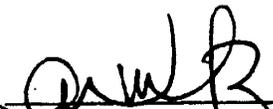
CERTIFICATE OF THE CLERK

STATE OF CALIFORNIA)
)ss
COUNTY OF LOS ANGELES)

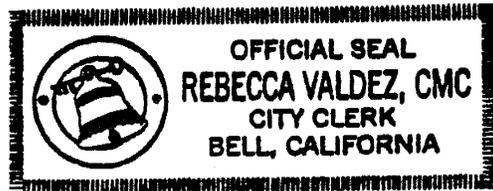
I, the undersigned, City Clerk of the City of Bell, hereby certify that the attached hereto is a full, true, correct and complete copy of **Employment Agreement for Randy G. Adams** is file in the official records of the City of Bell, California.

Date: July 28, 2010

Witness my hand and official seal.



Rebecca Valdez, CMC
City Clerk



AGREEMENT FOR EMPLOYMENT

THIS AGREEMENT FOR EMPLOYMENT, ("Agreement") is made this ~~29th day of May, 2009~~, by and between the CITY OF BELL, a general law city (the "City") and Randy G. Adams, an individual (the "Employee") pursuant to the following terms and conditions:

RECITALS

- A. The City is a general law city located in the County of Los Angeles, State of California; and
- B. The City desires the employment for services of Employee as the ~~Chief of Police of City commencing July 27, 2009~~ and
- C. City and Employee desire to provide for certain procedures, benefits and requirements regarding the employment of the Chief of Police; and
- D. Employee is willing to work as Chief of Police of City under the terms and conditions recited herein,

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Section 3. Duties

City agrees to retain Employee as the Chief of Police of City to have and exercise all of the powers, duties and responsibilities as Chief of Police as set forth in the Bell Municipal Code and other applicable laws and regulations, and to perform such other proper duties as assigned by the Chief Administrative Officer (CAO) of the City.

Section 4. Termination

The parties hereto may terminate this Agreement prior to the end of the Term, or any renewal period thereafter, in one of the following ways:

- a. By mutual agreement of the parties; or
- b. By the death or retirement of Employee; or
- c. Employee is terminated for cause as a result of a conviction of a felony or for a crime involving moral turpitude. For purposes of this Agreement, the City shall have the burden of establishing by a preponderance of evidence that Employee was convicted of a felony or a crime of moral turpitude.
- d. By the City without cause upon giving thirty (30) days written notice to Employee of the termination of this Agreement. In the event of such termination, Employee shall be entitled to receive a payment in the sum calculated at twelve months of the then total compensation of Employee.

Upon termination by either party for whatever reason, Employee shall be entitled to receive an amount equal to all accrued and unused sick and vacation leave to which Employee is entitled pursuant to the terms of this Agreement, which shall be calculated in accordance with the adopted and approved policies of the City as of the date of termination and at the applicable rate of pay as earned and accrued.

Section 5. Basic Salary

Employee shall be paid (hereinafter the "Basic Salary") **\$ 17,577.00 per pay period**. The Basic Salary may be adjusted by the CAO, in his sole discretion, on or before each anniversary date of this Agreement in an amount commensurate with Employee's performance.

\$28084.09/mo

Each adjustment to the Basic Salary shall be subject to the condition that the City's Audited Statement of the General Fund Balance for the immediate past fiscal year prior to the adjustment evidences a positive cash position. In the event said Fund Balance for such fiscal year results in a negative cash position, no salary adjustment will be provided.

Section 6. Employment Fringe Benefits

Employee shall be entitled to the following Fringe Benefits in accordance with this Agreement:

- a. City agrees at its sole expense to provide Employee and his dependents with the opportunity to obtain all insurance benefits provided to the City's unrepresented management employees, including but not limited to, dental, medical, and vision plans; and

- b. City agrees at its sole expense to provide Employee and his dependents with lifetime insurance benefits for dental, medical, and vision plans provided he terminates employment with the City of Bell in good standing. Good standing is defined as any separation other than as described in Section 4(c); and
- c. Employee shall be maintained by the City as a public safety member of PERS pursuant to the contract between PERS and the City, as it now exists or may hereafter be amended, and all Employee's costs to maintain such membership in said PERS shall be paid by the City; and
- d. Employee shall, as of the effective date of this Agreement, accrue vacation leave and sick leave based upon his tenure with the City and calculated on the applicable basic salary rate; and
- e. City may pay annual professional dues and fees on behalf of Employee approved annually in the City budget by the City Council commencing July 1, 2009.

Section 7. Expense Reimbursement

Employee may be entitled to reimbursement for actual expenses incurred in the performance of his duties as Chief of Police of City. All such expenses shall be reviewed and approval determined by the CAO.

Section 8. Use of Vehicle and Equipment

Employee will utilize his personal vehicle in the course and scope of his employment. City will equip the vehicle with all necessary law enforcement accessories. City shall indemnify, defend and hold harmless Employee for any claims made based upon his use of the vehicle in the course and scope of his duties as a peace officer for the State of California. Employee will indemnify, defend, and hold harmless City for any claims made based upon his use of the vehicle outside the course and scope of his duties as a peace officer for the State of California.

Section 9. Indemnification

City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment or action, of any type or kind, arising out of any act or failure to act, by Employee, if such act or failure to act was within the course and scope of Employee's employment. City may compromise and settle any such claim or suit provided City shall bear the entire cost of any such settlement.

Section 10. No Reduction of Benefits

City shall not at any time during the Term of this Agreement reduce Employee's Basic Salary or Fringe Benefits package to which Employee is entitled as provided in accordance with this Agreement unless an identical across-the-board reduction in compensation and benefits is ordered for all other employees of City.

Section 11. Effect of Agreement

The execution of this Agreement shall not operate as a waiver of any claims either party hereto may have against the other party arising out of their prior relationship of employer-employee.

Section 12. Employee Evaluation

Subject to the CAO providing a recommendation and draft performance evaluation of Chief of Police to the City Council on or before August 1 of each year of the Term, the City Council shall annually conduct an evaluation of the performance of Employee as Chief of Police. Employee shall be fully informed of the details of such evaluation and shall have a reasonable opportunity to present his views, with reference to such evaluation. All materials and comments made as part of the evaluation process shall be and remain confidential.

Section 13. Outside Employment

- a. During the Term of this Agreement, Employee shall not engage in any outside employment of any kind without the prior written consent of the CAO. This shall be at the sole discretion of the CAO whether to grant or deny such consent, provided there is no conflict of interest of Employee due to such outside employment.
- b. Employee, after the termination of his employment or term of office, shall not for compensation during a period of two (2) years from the date of termination of employment, represent, aid, advise, counsel, consult or assist in representing any other person (other than City), before any court or public agency or any officer or employee thereof by making any formal or informal appearance, or by making any oral or written communication with the intent to influence, in connection with any proceeding if both of the following apply:
 - 1) The City of Bell or affiliated public entity is a party or has a direct and substantial interest.
 - 2) The proceeding is one in which Employee formerly participated.

Section 14. Notices

Any notice required or permitted by this Agreement shall be in writing and shall be personally served upon the party to be notified, or shall be deposited in the custody of the United States Postal Service, or its successor, postage prepaid, and addressed as follows:

To City: City of Bell
 6330 Pine Avenue
 Bell, California 90201
 Attn: CAO

To Employee: Randy G. Adams
At his home address which shall be
maintained on file with the City Clerk.

Notices shall be deemed given as of the date of personal service of five (5) consecutive calendar days following deposit of the same in the custody of the United States Postal Service.

Section 15. Binding Effect

The provisions of this Agreement shall be binding upon the parties hereto and their respective successors in interest.

Section 16. Section Headings

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

Section 17. No Presumption Re: Drafter

The parties hereto 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 same. 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.

Section 18. Assistance of Legal Counsel

Each party to this Agreement warrants to each other party, as follows:

- a. That each party either had the assistance of legal counsel or had legal counsel available to it, in the negotiation for and execution of this Agreement and all related documents; and
- b. That each party has lawfully authorized the execution or has executed this Agreement.

Section 19. Severability

This Agreement is severable, and if any provision or part hereof is judicially declared invalid, the remaining provisions shall remain in force and effect.

Section 20. Modification

This Agreement shall not be modified except by written agreement of the parties.

Section 21. Effective Date

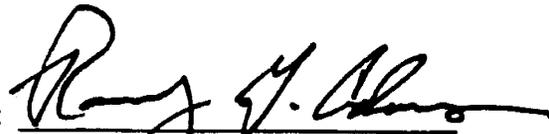
This Agreement shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties have caused this Agreement for
Employment to be executed as follows:

("City")
CITY OF BELL, CALIFORNIA

By: 
Robert A. Rizzo, Chief Administrative Officer

"Employee"

By: 
Randy G. Adams, Chief of Police

Payroll Detail Information

Pier'Angela Spaccia

Fiscal Year: 2010/2011 Agency Code: 0069

SSN:

Code	Business Month	Continuous Count	Service Month	Type	Pay Code	Pay Rate	Earnings	Code	Normal Contribution	Code	Tax Deferred Member Contribution	Service Credit	Unit/Agency Code	Account Code	Survivor Amount	Discretionary Flag
03	Feb	1	08/10	3	01	28582.450+	13191.90+		11		1050.47+	0.462+	100			E
03	Jan	1	07/10	3	01	28582.440+	13191.90+		11		1050.47+	0.462+	100			E
J3	Oct	1	07/10	4	01	28582.440+	13191.90+		11		1050.47+	0.462+	100			E

Payroll Detail Information

Pier'Angela Spaccia

Fiscal Year: 2009/2010 Agency Code: 0069

SSN:

Age	Business Month	Continuous Count	Service Month	Type	Pay Code	Pay Rate	Earnings	Code	Normal Contribution	Code	Tax-Deferred Member Contribution	Service Credit	Unit Agency Code	Account Code	Survivor Amount	Disability Flag
3	Jun	1	06/10	3	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
3	Jun	1	06/10	4	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
3	Jun	1	05/10	4	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
3	May	7	02/10	3	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
3	Mar	1	01/10	4	09	48000.000+	48000.00+	16	3840.00+	100			100			
3	Mar	1	01/10	5	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
3	Mar	1	01/10	4	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
3	Mar	2	12/09	4	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
1	Jan	1	12/09	3	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
1	Nov	1	11/09	4	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
1	Dec	1	11/09	3	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
1	Oct	1	10/09	4	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
1	Oct	1	10/09	3	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
1	Oct	1	09/09	4	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
1	Sep	1	09/09	3	01	28582.440+	13191.90+	11	1050.47+	100	0.462+	100	100			
1	Dec	1	08/09	5	01	25520.040+	11778.48+	11	937.40+	100	0.462+	100	100			
1	Aug	1	08/09	3	01	25520.040+	11778.48+	11	937.40+	100	0.462+	100	100			
1	Sep	1	08/09	5	01	28582.450+	13191.90+	13	1050.47+	100	0.462+	100	100			
1	Sep	1	08/09	5	01	25520.040+	11778.48-	13	937.40-	100	0.462-	100	100			
1	Sep	1	08/09	4	01	28582.450+	13191.90+	13	1050.47+	100	0.462+	100	100			
1	Sep	1	08/09	4	01	25520.040+	11778.48-	13	937.40-	100	0.462-	100	100			
1	Sep	1	08/09	3	01	28582.450+	13191.90+	13	1050.47+	100	0.462+	100	100			
1	Sep	1	08/09	3	01	25520.040+	11778.48-	13	937.40-	100	0.462-	100	100			
1	Sep	1	07/09	4	01	28582.450+	13191.90+	13	1050.47+	100	0.462+	100	100			
1	Sep	1	07/09	4	01	25520.040+	11778.48-	13	937.40-	100	0.462-	100	100			
1	Sep	1	07/09	3	01	28582.450+	3957.57+	13	311.73+	100	0.138+	100	100			
1	Sep	1	07/09	3	01	25520.040+	11778.48-	13	937.40-	100	0.462-	100	100			
1	Sep	1	07/09	3	01	25520.040+	8244.92+	13	654.71+	100	0.323+	100	100			
1	Jul	1	07/09	4	01	25520.040+	11778.48+	11	937.40+	100	0.462+	100	100			
1	Jul	1	07/09	3	01	25520.040+	11778.48+	11	937.40+	100	0.462+	100	100			
1	Jul	1	06/09	3	01	25520.040+	11778.48+	11	937.40+	100	0.462+	100	100			
1	Jul	1	05/09	3	01	25520.040+	11778.48+	11	937.40+	100	0.462+	100	100			

Pier'Angela Spaccia

Fiscal Year: 2008/2009 Agency Code: 0069

SSN:

Year	Month	Count	Continuous Service Month	Type	Pay Code	Pay Rate	Earnings	Code	Normal Contribution	Code	Tax Deferred Member Contribution	Service Credit	UNIT/Agency Code	Account Code	Survivor Amount	Discretionary Flag
3	Jun	1	06/09	4	01	25520.040+	11778.48+	11	937.40+	11	937.40+	0.462+	100			
3	May	1	05/09	4	01	25520.040+	11778.48+	11	937.40+	11	937.40+	0.462+	100			
3	May	2	04/09	3	01	25520.040+	11778.48+	11	937.40+	11	937.40+	0.462+	100			
3	Apr	1	03/09	5	01	25520.040+	11778.48+	11	937.40+	11	937.40+	0.462+	100			
1	Feb	1	01/09	3	09	48000.000+	48000.00+	16	3840.00+	16	3840.00+		100			
1	Mar	14	09/08	3	01	25520.040+	11778.48+	11	937.40+	11	937.40+	0.462+	100			
1	Sep	1	08/08	5	01	21266.700+	9815.40+	11	780.35+	11	780.35+	0.462+	100			
	Aug	3	07/08	4	01	21266.700+	9815.40+	11	780.35+	11	780.35+	0.462+	100			
	Jul	1	07/08	3	01	19600.010+	5427.71+	11	429.34+	11	429.34+	0.277+	100			
	Jul	1	07/08	3	01	9815.400+	3926.17+	11	309.21+	11	309.21+	0.400+	100			

Pier'Angela Spaccia

Fiscal Year: 2007/2008 Agency Code: 0069

SSN:

Business Month	Continuous Count	Service Month	Type	Pay Code	Pay Rate	Earnings	Code	Normal Contribution	Code	Deferred Member Contribution	Service Credit	Unit Agency Code	Account Code	Survivor Amount	Disability Flag
Jun	1	06/08	4	01	19600.010+	9046.16+	11		11	718.81+	0.462+	100			
Jun	1	06/08	3	01	19600.010+	9046.16+	11		11	718.81+	0.462+	100			
May	4	04/08	3	01	19600.010+	9046.16+	11		11	718.81+	0.462+	100			
Mar	1	03/08	5	01	19600.010+	9046.16+	11		11	718.81+	0.462+	100			
Jan	1	01/08	3	09	45000.000+	45000.00+	16		16	3600.00+		100			
Mar	12	10/07	3	01	19600.010+	9046.16+	11		11	718.81+	0.462+	100			
Sep	1	09/07	5	01	19600.010+	9046.16+	11		11	718.81+	0.462+	100			
Sep	5	07/07	4	01	19600.010+	9046.16+	11		11	718.81+	0.462+	100			
Jul	1	07/07	3	01	19600.010+	4523.06+	11		11	356.96+	0.231+	100			
Jul	1	07/07	3	01	17516.740+	4042.34+	11		11	318.51+	0.231+	100			

Payroll Detail Information

Pier'Angela Spaccia

Fiscal Year: 2006/2007 Agency Code: 0069

SSN:

Rate ID	Business Month	Continuous Count	Service Month	Type	Pay Code	Pay Rate	Earnings	Normal Contribution	Tax Deferred Member Contribution	Service Credit	Unit/Agency Code	Account Code	Survivor Amount	Disciplinary Flag
13	Jun	1	06/07	4	01	17516.740+	8084.65+		641.89+	0.462+	100			
13	Jun	1	06/07	3	01	17516.740+	8084.65+		641.89+	0.462+	100			
13	May	2	05/07	3	01	17516.740+	8084.65+		641.89+	0.462+	100			
13	Jun	1	04/07	5	01	17516.740+	8084.65+		641.89+	0.462+	100			
12	Apr	1	04/07	3	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Apr	1	04/07	4	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Mar	1	03/07	4	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Mar	1	03/07	3	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Feb	1	02/07	3	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Feb	1	02/07	4	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Feb	1	01/07	4	09	44000.000+	44000.00+		3080.00+		100			
2	Feb	1	01/07	4	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Feb	1	01/07	3	01	17516.740+	8084.65+		561.66+	0.462+	100			
3	May	1	12/06	3	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Jan	1	12/06	4	09	43000.000+	43000.00+		3005.73+		100			
2	Jan	1	12/06	4	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	May	1	11/06	4	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Jan	1	11/06	3	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Jan	1	10/06	5	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Jan	1	10/06	5	01	17083.410+	7884.65-		547.66-		100			
2	Jan	1	10/06	4	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Jan	1	10/06	4	01	11000.020+	7884.65-		547.66-		100			
2	Jan	1	10/06	3	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Jan	1	10/06	3	01	17083.410+	7884.65-		547.66-		100			
2	Nov	1	10/06	5	01	17083.410+	7884.65-		547.66-		100			
2	Jan	1	09/06	4	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Jan	1	09/06	4	01	17083.410+	7884.65-		561.66+		100			
2	Jan	1	09/06	3	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Jan	1	09/06	3	01	17083.410+	7884.65-		547.66-		100			
2	Jan	1	08/06	4	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Jan	1	08/06	4	01	17083.410+	7884.65-		547.66-		100			
2	Jan	1	08/06	3	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Jan	1	08/06	3	01	17083.410+	7884.65-		547.66-		100			
2	Jan	1	07/06	4	01	17516.740+	8084.65+		561.66+	0.462+	100			
2	Jan	1	07/06	4	01	17083.410+	7884.65-		547.66-		100			

Payroll Detail Information
Pier'Angela Spaccia

Fiscal Year: 2005/2006 Agency Code: 0069

SSN:

Business Month	Continuous Count	Service Month	Type	Pay Code	Pay Rate	Earnings	Normal Contribution Code	Tax Deferred Member Contribution	Service Credit	Unit/Agency Code	Account Code	Survivor Amount	Disability Flay
Jun	1	06/06	4	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Jun	1	06/06	3	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
May	1	05/06	3	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
May	1	05/06	4	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
May	1	04/06	3	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
May	1	04/06	5	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Apr	1	04/06	4	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Mar	1	03/06	4	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Mar	1	03/06	3	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Feb	1	02/06	4	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Feb	1	02/06	3	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Feb	1	01/06	4	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Feb	1	01/06	3	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Mar	1	12/05	4	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Mar	1	11/05	3	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Jan	2	11/05	4	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Mar	1	10/05	5	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Dec	7	07/05	4	01	15416.700+	7115.40+	11	493.81+	0.462+	100			
Jul	1	07/05	3	01	10833.330+	2000.00+	11	140.00+	0.185+	100			
Jul	1	07/05	3	01	15416.700+	4269.28+	11	294.58+	0.277+	100			
Jul	1	06/05	4	01	10833.330+	5000.00+	11	345.73+	0.462+	100			
Jul	1	06/05	3	01	10833.330+	5000.00+	11	345.73+	0.462+	100			

Payroll Detail Information
Pier'Angela Spaccia

Fiscal Year: 2004/2005 Agency Code: 0069

SSN:

Service Month	Continuous Count	Service Month	Type	Pay Code	Pay Rate	Earnings	Code	Normal Contribution	Code	Tax Deferred Member Contribution	Service Credit	Unit Agency Code	Account Code	Survivor Amount	Discretionary Flag
Jun	1	05/05	5	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
May	1	05/05	4	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
May	1	05/05	3	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
Apr	1	04/05	4	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
Apr	1	04/05	3	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
Mar	1	03/05	4	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
Mar	1	03/05	3	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
Feb	1	02/05	4	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
Feb	1	02/05	3	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
Jan	1	01/05	4	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
Jan	1	01/05	3	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
Dec	1	12/04	4	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
Dec	1	12/04	3	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
Nov	1	10/04	5	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
Nov	9	07/04	4	01	10833.330+	5000.00+			11	345.73+	0.462+	100			
Jul	1	07/04	3	01	8525.830+	4180.50+			11	292.64+	0.490+	100			
Jul	1	07/04	3	01	10833.330+	500.00+			11	30.73+	0.046+	100			

Pier'Angela Spaccia

Fiscal Year: 2003/2004 Agency Code: 0069

SSN:

Business Month	Continuous Count	Service Month	Type	Pay Code	Pay Rate	Earnings	Code	Normal Contribution	Code	Tax Deferred Member Contribution	Service Credit	Unit/Agency Code	Account Code	Survivor Amount	Discretionary Flag
Jun	1	06/04	3	01	8525.830+	3935.00+	11	271.18+	11	271.18+	0.462+	100			
Jun	1	06/04	4	01	8525.830+	3935.00+	11	271.18+	11	271.18+	0.462+	100			
May	1	05/04	5	01	8525.830+	3935.00+	11	271.18+	11	271.18+	0.462+	100			
May	10	01/04	3	01	8525.830+	3935.00+	11	271.18+	11	271.18+	0.462+	100			
Nov	1	11/03	5	01	8525.830+	3935.00+	11	271.18+	11	271.18+	0.462+	100			
Dec	12	07/03	3	01	8525.830+	3935.00+	11	271.18+	11	271.18+	0.462+	100			