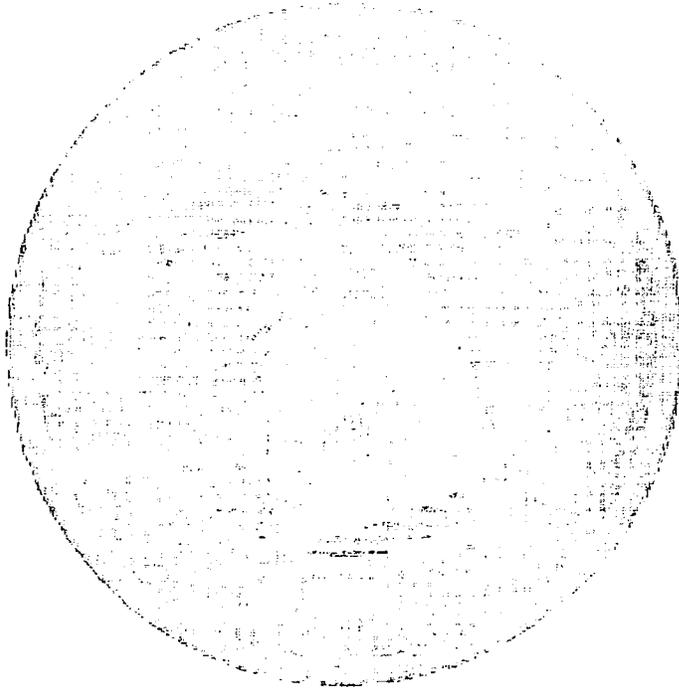


CITY OF BELL CALIFORNIA



COMPREHENSIVE ANNUAL FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2005

B009482

George Mirabal • Mayor
Oscar Hernandez • Mayor Pro Tem
Victor Bello • Councilman
George Cole • Councilman
Teresa Jacobo • Councilwoman



6330 Pine Avenue
Bell, CA 90201-1291
323-588-6211
323-771-9473 Fax

November 17, 2005

To the Honorable Mayor and Members of the City Council
City of Bell, California

State law requires that every local agency publish within six months of the close of each fiscal year a complete set of audited financial statements. The City of Bell's Comprehensive Annual Financial Report is presented herewith to fulfill that requirement for the fiscal year ended June 30, 2005.

The report was prepared by the Finance Department of the City of Bell. Responsibility for the completeness and reliability of the information contained in this report rests with the City. The information is based upon a comprehensive framework of internal control measures that have been established to provide reasonable but not absolute assurance that the financial reports are free of any material misstatements. We believe the data is accurate in all material aspects; that it is presented in a manner designed to fairly set forth the financial position and results of operations of the City and its various funds; and that all disclosures necessary to enable the readers to gain the maximum understanding of the City's financial affairs have been included.

Conrad & Associates, Certified Public Accountants, have audited the City's financial reports. They have issued an unqualified opinion on the City of Bell financial statements for the year ended June 30, 2005—such opinion is rendered without reservation by the independent auditor that financial statements are fairly presented. The independent auditor's report is presented in front of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and should be read in conjunction with it.

Profile of the Government

The City of Bell is a general law city incorporated on November 7, 1927. It is located on the west bank of the Los Angeles River approximately 10 miles southeast of downtown Los Angeles. It occupies a land area of 2.60 square miles and 0.21 of water area. The City of Bell is authorized to levy a property tax, retirement tax, and a public facility improvement tax on both real and personal property located within its boundaries. A 10% utility user's tax is collected on all billed utilities in the City.

The City of Bell operates under the Council-Administrator form of government. Policy making and legislative authority are vested to the City Council; the City Council consists of the mayor and four council members. The mayor and council members are elected officials who serve a four-year term. The mayor position rotates every year; each council member takes the mayor seat as his or her turn comes up. The Council appoints the City's Chief Administrative Officer, who in turn appoints the department heads of the City.

The Bell Community Housing Authority, Surplus Property Authority, Public Finance Authority, and Community Redevelopment Agency are legally separate entities; the City is financially accountable for them as its components units. For financial reporting purposes, the Community Housing Authority and the Surplus Property Authority are included as integral part of the City's non-governmental funds in the financial statements. Additional information on all component units can be found in the notes to the financial statements (see Note 1.a.)

The City of Bell provides a full range of services, including administrative services, police, public works, building and safety, engineering, community and social services, affordable community housing, and commercial and residential rehabilitation. The City's program of services focuses on providing an enriched, safe and clean environment for the children and families of Bell. Resources are set out to maintain high standards in property maintenance and cleanness throughout the City.

Factors Affecting the City's Economic Condition

Property and Sales Tax Revenues

Property assessed valuations reported a 5.6% increase in 2005. It is anticipated that Bell will continue to experience upward trends in property values. The high demand for housing in Bell can be attributed to Bell's geographical location, affordability, and city services. Furthermore, Bell's industrial area is in a desirable geographic location; its proximity to downtown Los Angeles makes it an attractive site for business operations. Although major distribution centers account for a significant percentage of total secured taxes, it does not constitute a potential risk. According to developers, properties centrally located near downtown Los Angeles with proximate freeway access are continuously in high demand. These aspects continue to drive the increases in assessed valuations of the City's industrial area and the City as a whole.

The sales tax revenue base continues to represent a steady revenue source. Trends in sales revenue have not been seasonal and show little susceptibility to economic downturns. Sales tax gross receipts in the City experienced higher percentage increases in comparison to County and State receipts. Businesses such as merchandise retail, food, restaurants, and auto dealerships predominate in Bell.

Employment

Employment in the City is primarily predominated by the Manufacturing Industry reporting 29.1% and retail trade reporting 10.7% of total employment in Bell. Other sectors share smaller percentages of total employment, such as: 1) Information account for 1.6%, 2) Finance 1.8%, and 3) professional and technical services 2.7%.

Because of its location in the Los Angeles County area, employment and unemployment are expected to stabilize. The Bureau of Labor Statistics reported continuous growth in employment in Los Angeles County; in the last five years, employment growth increased from 1.2% in 2001 to 2.6% at the end of the second quarter of 2005. Conversely, the unemployment rate decreased from 6.7% in the third quarter of 2004 to 5.5% in the second quarter of 2005.

The City foresees growth in employment as 16 acres of vacant land in the Bell industrial area is being sold by the Federal Government. Developers are planning the construction of a 250,000 sq. ft. building. This facility is anticipated to house a main distribution center of a major transportation corporation generating employment and revenue within the City.

Commercial Growth

As a result of the on-going plan of revitalization of the commercial area along Atlantic Avenue, food chains have come to the City of Bell increasing the sales tax revenue. Three locations were taken over by corporate food chains. In the year 2003, the locations based a sixties-style dinner, a drive-thru car wash, and a vacant corner; currently, the City bases a Pizza Hut restaurant, KFC restaurant, and Starbucks. The City plans to continue with the beautification and revitalization program to attract larger taxpayers and to bring desired businesses so residents do not have to travel to neighboring cities to make their purchases. Since the commercial areas are built out, the City continues to seek for opportunities to remove and replace dilapidated buildings to promote economic development in the City.

City Services

City services correlate with budgetary spending. Briefly, it is worth reporting the highlights of the various department operations that carried out the City's budgetary goals.

- The community and social services department provides recreational, educational, and sport programs to the children and youth of the community. The goal is to sponsor activities that promote parent-child involvement. The objective is to provide positive activities to children at an early age forming a strong foundation and deterrence to gang affiliation and use of illegal substances so prevalent in the area.

- The police department takes a high priority on safety through community policing. Community policing is a proactive, problem-solving approach, which focuses on working collectively with the residents to identify and to address the causes of criminal and disorderly acts.
- Lastly, the department of public works takes an active role in keeping the City clean by enforcing a no-graffiti program and a seven-day-a-week street cleaning program. Bus stops located on main city arteries are steam-cleaned and swept seven days a week.

Budgetary Controls and Impacts

Revenue and Expenditures

In the last decade, the City has experienced cuts in state and federal funding. The City continues to focus on self-sufficiency and less fiscal dependency on state and federal funds. The City has successfully maintained its level of services despite of state and federal funding reductions. To counteract funding decreases, the City focuses on revenue enhancement through aggressive revenue collection and enforcement of City and State codes. On the expenditure side, expending is managed to meet goals as opposed to targets. Department heads spend their budget on an as needed basis following prudent and smart concepts of resource use and deployment. In the approved five-year program of services for the years 2005-2010, revenues were budgeted conservatively and expenditures were aligned with the level of services assuring a balanced budget with a minimum surplus in the general fund. The City anticipates continuing the trend experienced in the last decade—revenue exceeding expenditures and a sustained growth in fund balance (see 15-year trend graph in the MD&A).

Police Department

Public safety expenditures have experienced the most significant increase. Safety employees create competitive regional trends statewide; they experience much faster growing rates in compensation and benefits than those of other categories of public-sector employees.

To remain competitive, the City amended the safety employees' retirement benefit to 3% at age 50 effective July 1, 2002. As a result, the City's funding status with the California Public Employees' Retirement System (CALPERS) decreased from 112.6% in fiscal year 1999-2000 to 83% in 2002-2003 creating a \$7.5 million unfunded liability. The required employer's contribution rate was impacted going from 2.187% in the fiscal year 2002-2003 to 43.39% in fiscal year 2005-2006. CALPERS established an amortization payment plan over the next 14 years at a fixed interest rate of 7.75%. For additional information of the City's retirement plan with CALPERS refer to accompanying notes to the financial statements (see note 13).

To reduce safety employees' retirement costs and take advantage of the lower market interest rates available, the City anticipates issuing pension obligation bonds in the fiscal year 2005-06. Debt service payments will be funded by the retirement tax revenue. The benefit from the issuance of the pension bonds is the payoff of the safety employees' unfunded liability and lower safety employees' retirement costs. The net savings of this transaction is approximately \$100,000 annually.

Community and Social Services Department

The 2000 census data revealed important information that confirmed the need to reshape the delivery of the Community and Social Services. Data showed that the City has a large population of minors and young adults (35.3% under 18 and 32.2% from 25 to 44); dense housing (9,215 housing units at an average density of 3,720.4/square mile); large number of renter-occupied dwellings (69.1%); large household size (4.05); large family size (4.27); low-income wage earners per family (\$30,504); and a significant percentage of people under the poverty line (24.1%).

Based on the demographics of the City's population, the City has augmented and reshaped its Community and Social services in the last five years. Programming of services is based on the evident needs of the residents. They are continuously evaluated for modifications based on demand and acceptance. The number of programs has almost doubled. The goal is to provide the residents with opportunities to explore their potential and capabilities, and to reach out to those with economic limitations. No decrease is anticipated; on the contrary, in the next five years, staffing levels and programming will likely increase as the City completes the construction of new park facilities.

Long-term Financial Planning

Public and Recreational Facilities Construction and Planning of Funding

The City of Bell issued General Obligation Bonds (GOB), Series 2004 for the purpose of constructing recreational and cultural facilities. The planned projects are a new library, performing arts theater, public and civic facilities. As planning, development and construction of these projects are extensive, the City plans to have multiple issuance dates as project funding is required. Financial markets call for higher interest rate on borrowed funds and lower yields on invested funds. For that reason, the City must issue the bonds based upon a master project plan schedule to minimize interest on unused funds. The City issued its first series of general obligation bonds in October 2004. It is anticipated that the City will continue to issue bonds up to the authorized amount; next issuance date is programmed for 2008. Additional information can be found in Note 10 in the basic financial statements.

The City has initiated the construction of two projects to be funded by the General Obligation Bonds, Series 2004. The existing Little Bear Park will be under construction in the fiscal year 2005-2006. The improvements consist of a new 4000 sq. ft. facility, storage room, conference room, two classrooms featuring a lodge area with a log

fireplace and adjacent kitchenettes. The exterior construction will feature a new parking area, synthetic sports turf, bleachers, drinking fountains, an amphitheater, fire pits, and a picnic pavilion area. Projected completion date is scheduled for the fall of 2006.

On the future sport complex site, the City has begun the demolition of existing structures. The sport complex facility will consist of two primary elements: a covered baseball stadium/dugout area and an indoor gymnasium consisting of a soccer field and a basketball court. Bathroom facilities and snack bar area complement the exterior of the sport complex. The estimated project completion date is set for the end of 2007. A second phase is planned if funding is available since it was not included in the original GOB project schedule. The second phase plans the addition of an indoor interactive water park on the east side of the property.

Cash Management and Investment

Investment and management of City's funds is an integral part of the City's operations. A conservative approach continues to be the selected practice for the City of Bell's investments. The objective is to maximize safety and liquidity while maintaining a competitive yield on its portfolio. Discretionary and non-discretionary funds are invested according to the City's Investment Policy.

The Local Agency Investment Fund (LAIF) of the State of California and Certificate of Deposits (CD) are the selected investment modes since the size of the City's portfolio is not that large. LAIF and CDs allow for the greatest liquidity of funds and also a competitive yield. To complement liquidity and yield, an overnight sweep account earns interest on general checking account funds, which await transfer to the State Local Agency Investment Fund. Ultimately, to avoid idle funds, bond proceeds are invested in accordance to their respective bond indentures. As it is important to maintain monies available for the funding of projects, full-flex uncollateralized investment agreement is the most practical investment avenue.

Major Initiatives

The City is conducting a feasibility study to enter into a Joint Powers Authority with other municipalities comparable to the City of Bell. The purpose is to establish a self-insurance worker's compensation and liability pool with agencies of similar insurance experience rating and characteristics in order to reduce current high insurance costs. The study is in the initial stage; findings will be analyzed and reported in future reports.

The City has initiated negotiations for the purchase of 16 acres of land—contiguous to the 710 freeway—from the Federal Government. A Disposition and Development Agreement will be entered with prospective investors and developers for economic development of the land. The proposed use is to construct and lease a 250,000 sq. ft. building and storage yard. Prospective lessees are the Railroad Company and a major corporation. The City anticipates issuing revenue bonds to fund the acquisition; debt

service payments will be supported by the projected lease revenue. Debt structure and agreement details are in the initial stages as of the issue date of this report.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Bell for its Comprehensive Annual Financial Report for the fiscal year ended June 30, 2004. In order to be awarded a Certificate of Achievement, a government agency must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both Generally Accepted Accounting Principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. The current Comprehensive Annual Financial Report will be submitted to the GFOA to determine its eligibility for another certificate.

The City submitted and received the Certificate of Award for Outstanding Financial Reporting from the California Society of Municipal Finance Officers (CSMFO) for its Comprehensive Annual Financial Report for the fiscal year ended June 30, 2004. We will again submit this current report to the CSMFO for another award.

The preparation of this report could not have been accomplished without the efficient and dedicated service of the entire Finance Department staff. Additionally, we want to acknowledge Conrad & Associates for their technical assistance in the preparation of this report.

Respectfully submitted,


Robert A. Rizzo
Chief Administrative Officer


Lourdes A. Garcia
Director of Administrative Services

April 14, 2009

Mr. Robert A. Rizzo
Chief Administrative Officer
City of Bell

Reference: Business Points

Dear Bob:

First of all, let me say that it has been a pleasure getting to know you and Eugenia through this unusual recruitment process for Police Chief in the City of Bell. Although I never dreamed that I would entertain the thought of one day working for your City, my wife and I are quite excited about the opportunity. By developing an understanding of the challenges Bell faces, and by meeting some of the leaders of the City, I have been convinced that I would like to be part of the equation that "raises the professional bar" of your police department and provides that "moral compass" for the community. I am flattered by the level of confidence and trust that you have offered by affording me the unique opportunity to "write my own ticket" and realize the fiduciary responsibility that comes with such an opportunity. As such, here are the business points that will make this the opportunity of a lifetime for me:

Salary: As you know, I am retiring from Glendale and in retirement, my PERS compensation is projected to be approximately 270K annually. My law enforcement tenure and reputation make me highly marketable for interim police chief opportunities. In those positions, I could reasonably expect to make anywhere from 150 to 250K annualized, per assignment. I believe the Police Chief in Bell has been paid from 160 to 190K per year. Therefore, if my starting salary is 370K per year, plus the deferred compensation package we have discussed, I will be able to make a similar amount to what I could expect to make doing interim police chief jobs. The big difference, and I certainly value this, is that what I earn in this position will be "persable".

Deferred Compensation: Inclusion in your City paid annual deferred compensation plan of 69K per year, most of which is persable.

Raises: Ten percent annually, with consideration for a higher bump based on outstanding performance.

Chief's Car: As much as I would not mind providing my own vehicle, part of my persona in being the Chief, is to have an emergency equipped vehicle that allows me to safely back up officers, take enforcement action, or respond "code three" in emergencies. The problem with owning my own vehicle and having it emergency equipped is that no insurance company will insure it. Thus, I will need the use of a City provided vehicle and City insured vehicle. Also, because I will expect to be on-call and available 24/7 as your Chief, I would need your permission to use this vehicle for personal, as well as professional purposes, without limitation as to who rides in it. Finally, I would like permission for my wife to be able to drive the vehicle, as long as I am with her, to allow for those occasions when altering drivers makes the drive safer due to fatigue, etc.

Retirement: 3%@55 PERS plan with 5% cola and EPMC provisions and with the City paying the employee's cost.

Lifetime Medical: Fully paid medical, dental, and vision plans while working and in retirement for myself, my spouse, and any dependent children.

Vacation/Sick time accruals: The maximum accrual afforded to anyone in the City, along with the initial seeding of the vacation bank with 80 hours and the sick bank with 160 hours.

Management leave: 100 hours annually of management leave that is "use it or lose it" leave to compensate for non-paid overtime situations.

Term: Commences September 1st, 2009 and is renewable yearly, with 30 days notice of termination by either party, but subject to the severance provision.

Severance: At will position, protected by a fully loaded twelve month severance provision.

Contract Work: I will also be happy to provide consulting, prior to the contract commencement, at the rate of \$230.00 per hour or 40K per month. I am willing to take the month of June off on vacation from Glendale, to begin the transition, if needed, and will be happy to work the month of August, if needed, as well.

Again Bob, thank you for your trust, confidence, and interest in bringing me to the City of Bell as your next Police Chief. I believe we will be able to do exciting things and look forward to the opportunity of working with you and Angela.

Sincerely,

Randy G. Adams

PaulHastings

Paul, Hastings, Janofsky & Walker LLP
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, CA 90071
telephone 213-683-6000 • facsimile 213-627-0705 • www.paulhastings.com

October 29, 2010

VIA UPS

Jennifer Lentz Snyder
Assistant Head Deputy
Public Integrity Division
Los Angeles County District Attorney's Office
201 N. Figueroa Street, 7th Floor
Los Angeles, CA 90012

Max Huntsman
Deputy District Attorney
Los Angeles County District Attorney's Office
201 N. Figueroa Street, 7th Floor
Los Angeles, CA 90012

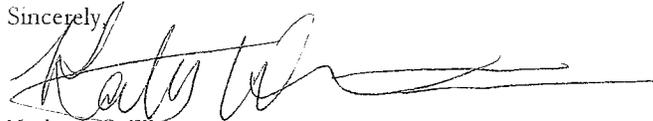
Re: Randy G. Adams

Dear Jennifer and Max:

Thank you again for meeting with us yesterday morning regarding Randy Adams. Tom asked me to make sure that you received the documents we discussed during the meeting. As promised, enclosed please find all documents disclosed by Randy's previous counsel, Mark R. Pachowitz, to the California Attorney General in response to an Administrative Subpoena.

If you have any questions, please feel free to call at (213) 683-6146 or email at thomasobrien@paulhastings.com.

Sincerely,



Kathryn C. Wanner
for PAUL, HASTINGS, JANOFSKY & WALKER LLP

KCW

Encl.

LEGAL_US_W # 66165809.1

DOCUMENTS PRODUCED BY RANDY G. ADAMS'
IN RESPONSE TO A SUBPOENA
BY THE CALIFORNIA ATTORNEY GENERAL'S OFFICE.

SCHEDULE C

REQUEST NUMBER 1

Jul 20 10 05:30p

ADAMS

30 0113

SCANNED 8/16/10

R438:

611

p.2

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.

Jul 20 10:05:30p

ADAMS

32 00113

p.3

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.

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

Jul 20 10:05:30p

ADAMS

31 00113

p.4

- 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.

Jul 20 10 05:30p

ADAMS

37 30 0113

p.5

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

Jul 20 10 05:31p

ADAMS

37 00113

p.6

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.

Jul 20 10:05:31p

ADAMS

32 00113

p.7

Section 20. Modification

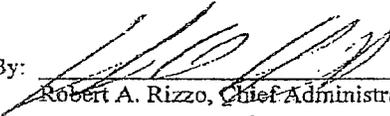
This Agreement shall not be modified except by written agreement of the parties.

Section 21. Effective Date

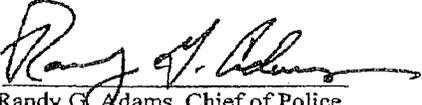
This Agreement shall be effective as of the day and year first above written.

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"

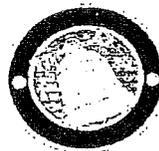
By: 
Randy G. Adams, Chief of Police

Jul 20 10 05:31p

ADAMS

32 00113

p.8



CITY OF BELL

May 29, 2009

Letter of Acknowledgment and Agreement

The purpose of this acknowledgment and agreement 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.

A handwritten signature in black ink, appearing to read "Robert A. Rizzo".

Robert A. Rizzo
Chief Administrative Officer

SCHEDULE C

REQUEST NUMBER 2

RGAConsulting

P.O. Box 9180
Glendale, CA 91226
805-377-0402

July 2, 2009

Robert A. Rizzo, CAO
City of Bell
6326 Pine Avenue
Bell, CA 90201

Dear Mr. Rizzo,

As you know, I will be taking over as the Chief of Police in Bell on 7-27-09. Prior to that time, you have contracted with me to provide hourly consulting services to help with issues at the Police Department. Pursuant to that agreement, I have worked 26 hours during the month of June on issues concerning the Police Department. The purpose of this letter is to provide a bill for those services and respectfully request payment for the services rendered.

I have worked 26 hours at the agreed upon rate of \$220 per hour, for a total of \$5,720.00. If you need greater detail on the specifics of the twenty-six hours rendered, please let me know. I am enjoying working for the City of Bell and look forward to becoming a full time employee later this month.

Sincerely,

Randy G. Adams

SCHEDULE C

REQUEST NUMBER 3

SCHEDULE C

REQUEST NUMBER 4

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 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.

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.

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.

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.

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~~, 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~~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

Gmail - Contract

Page 1 of 2 R4405



Randy Adams <randygadams@gmail.com>

Contract

2 messages

Randy Adams <randygadams@gmail.com>
To: pierangelas1@yahoo.com
Bcc: Randy Adams <randygadams@gmail.com>

Wed, May 27, 2009 at 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 their 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 agreement that gives Bob that authority as an attachment to 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

 Bell Agreement.doc
54K

Angela <pierangelas1@yahoo.com>
To: Randy Adams <randygadams@gmail.com>

Wed, May 27, 2009 at 12:07 PM

Yes the workers comp latter 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

Gmail - Contract

Page 2 of 2 R440

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

From: Randy Adams <randygadams@gmail.com>
Subject: Contract
To: pierangelas1@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 agreement that gives Bob that authority as an attachment to 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~~ 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 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 ~~monthly salary~~ 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 increased ~~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.

Each increase ~~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 increase ~~adjustment~~ will be provided.

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 for Employee 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 provided 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 ~~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 a peace officer of the State of California. ~~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 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

Gmail - Draft language

Page 2 of 5 R4413

disclosure, copying, distribution, or use of the contents of information received in error is strictly prohibited.

Randy Adams <randygadams@gmail.com>
To: pierangelas1@yahoo.com
Bcc: Randy Adams <randygadams@gmail.com>

Wed, May 27, 2009 at 10:46 AM

Angela,
I am forwarding this email to you, not to upset you, but to show you the language my legal advisor suggested be added as a section to the contract. I did not add it, but I know this is what Bob offered anyway, so I am sure he is okay with it. It does not have to be in the contract, but I will probably use Marty Mayer from time to time with issues facing the Department.
Thanks,
Randy

----- Forwarded message -----
From: **Martin J. Mayer <mjm@jones-mayer.com>**
Date: Wed, May 27, 2009 at 10:12 AM
Subject: Draft language
To: Randy Adams <randygadams@gmail.com>

POLICE LEGAL ADVISOR

The City of Bell recognizes the fact that laws impacting upon, and effecting the operation of, a law enforcement agency are unique and are in addition to the state and federal laws effecting public agencies in general. Therefore, the City of Bell recognizes the benefit of retaining the services of specialized legal counsel to assist its Chief of Police in carrying out his or her official duties. As such, the City authorizes the Chief of Police, with the advice and consent of the City Council, to retain the services of such legal counsel to provide on going legal advice, guidance and representation to the Chief in the course and scope of his or her management of the department.

PRIVILEGED AND CONFIDENTIAL COMMUNICATION

This electronic transmission, and any documents attached hereto, may contain confidential and/or legally privileged information. The information is intended only for use by the recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of information received in error is strictly prohibited.

Angela <pierangelas1@yahoo.com>
To: Randy Adams <randygadams@gmail.com>

Wed, May 27, 2009 at 11:08 AM

Yes....as Bob told you, you will decide you want to use. It is not an Employment Contract issue for us.

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

From: Randy Adams <randygadams@gmail.com>
Subject: Fwd: Draft language
To: pierangelas1@yahoo.com
Date: Wednesday, May 27, 2009, 10:46 AM

Angela,

I am forwarding this email to you, not to upset you, but to show you the language my legal advisor suggested be added as a section to the contract. I did not add it, but I know this is what Bob offered anyway, so I am sure he is okay with it. It does not have to be in the contract, but I will probably use Marty Mayer from time to time with issues facing the Department.
Thanks,
Randy

----- Forwarded message -----
From: **Martin J. Mayer** <mim@jones-mayer.com>
Date: Wed, May 27, 2009 at 10:12 AM
Subject: Draft language
To: Randy Adams <randygadams@gmail.com>

POLICE LEGAL ADVISOR

The City of Bell recognizes the fact that laws impacting upon, and effecting the operation of, a law enforcement agency are unique and are in addition to the state and federal laws effecting public agencies in general. Therefore, the City of Bell recognizes the benefit of retaining the services of specialized legal counsel to assist its Chief of Police in carrying out his or her official duties. As such, the City authorizes the Chief of Police, with the advice and consent of the City Council, to retain the services of such legal counsel to provide on going legal advice, guidance and representation to the Chief in the course and scope of his or her management of the department.

PRIVILEGED AND CONFIDENTIAL COMMUNICATION

This electronic transmission, and any documents attached hereto, may contain confidential and/or legally privileged information. The information is intended only for use by the recipient named above. If you have received this electronic message in error, please notify the sender and delete the electronic message. Any disclosure, copying, distribution, or use of the contents of information received in error is strictly prohibited.

Gmail - Employment Agreement

Page 1 of : R4415



Randy Adams <randygadams@gmail.com>

Employment Agreement

6 messages

Angela <pierangelas1@yahoo.com>
To: Randy Adams <randygadams@gmail.com>

Thu, May 14, 2009 at 3:38 PM

Hi Randy,

Here is the Agreement for your review. Take a look and call me when you have a few minutes.....no rush.

Angela

 Adams Agreement.doc
50K

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 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. 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 monthly salary 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.

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 insurance benefits for dental, medical, and vision plans for Employee provided he terminates employment with the City of Bell in good standing.
- 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, provided 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 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 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



Randy Adams <randygadams@gmail.com>

Medical Retirement Side Letter

2 messages

Randy Adams <randygadams@gmail.com>

Wed, Apr 22, 2009 at 4:46 PM

To: pierangelas1@yahoo.com, Randy Adams <randygadams@gmail.com>

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

 Memorandum of Understanding, City of Bell.doc
25K

Angela <pierangelas1@yahoo.com>

Thu, Apr 23, 2009 at 3:18 PM

Reply-To: pierangelas1@yahoo.com

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

Memorandum of Understanding

The purpose of this MOU is to serve as an addendum to the contract of employment dated _____ 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.

SCHEDULE C

REQUEST NUMBER 5

Gmail - RE: Police Chief Contract

Page 1 of 2

R4425



Randy Adams <randygadams@gmail.com>

RE: Police Chief Contract

1 message

CAO <cao@cityofbell.org>
To: Edward Lee <Edward.Lee@bbklaw.com>

Sun, Jul 12, 2009 at 11:46 AM

Ed,

The contract has been prepared and signed, also I have shared the terms and conditions with George almost a month ago. He was just shopping for answers when he called you. Remember the City Council by resolution gave me authorization to execute any and all contracts and agreements on their behalf. There is no need for the Council to discuss it, unless they want to discuss my termination and severance package first. The Victor/George---Tony thing is still in the back ground.

His initial contract is for three years and will save the City over \$500,000.00 with Probst and Chevez gone (which one is retired and the other will be in the next 60 days. If you would like to know more about what is going on with the Mayor, City Council members, and myself I would suggest you give Tom Brown a call. Moreover, the assignment for preparing his was handled by Angela to save Attorney's fees.

If he wants the official start date it is Monday, July 27, 2009. Randy has been coming to City Hall for some meeting and working on getting his office in order.

your very good pal,
Bob

PS---Ed don't fall into a political trap.

From: Edward Lee [Edward.Lee@bbklaw.com]
Sent: Friday, July 10, 2009 9:59 AM
To: CAO
Subject: Police Chief Contract

Bob,

I returned a call to George Mirabal who asked about the new Chief's start date. Is there a contract you need me to work on for the Chief and will this be on the upcoming Council agenda? As I spoke with George, I suggested that the Council discuss this matter in closed session under "Personnel" if there were any questions on the contract.

Please let me know.

Ed

Edward W. Lee
Best Best & Krieger
300 S. Grand Avenue, 28th Floor
Los Angeles, CA 90071
(T) 213-617-8100
(F) 213-617-7480
(D) 213-787-2542
edward.lee@bbklaw.com

The information contained in this email is confidential and may also contain privileged attorney-client information or work product. The information is intended only for the use of the individual entity to whom it is addressed. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received the email in error, please immediately notify us by telephone and/or return the message to us at the email address above.

.....
IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS,
we inform you that any U.S. tax advice contained in this communication (or in any
attachment) is not intended or written to be used, and cannot be used, for the
purpose of (i) avoiding penalties under the Internal Revenue Code or (ii)
promoting, marketing or recommending to another party any transaction or matter
addressed in this communication (or in any attachment).
.....
This email and any files transmitted with it may contain privileged or
otherwise confidential information. If you are not the intended recipient,
or believe that you may have received this communication in error,
please advise the sender via reply email and delete the email you received.
.....

42

Gmail - RE: Police Chief Contract

Page 1 of 2

R4428



Randy Adams <randygadams@gmail.com>

RE: Police Chief Contract

1 message

CAO <cao@cityofbell.org>
To: Edward Lee <Edward.Lee@bbklaw.com>

Sun, Jul 12, 2009 at 11:46 AM

Ed,

The contract has been prepared and signed, also I have shared the terms and conditions with George almost a month ago. He was just shopping for answers when he called you. Remember the City Council by resolution gave me authorization to execute any and all contracts and agreements on their behalf. There is no need for the Council to discuss it, unless they want to discuss my termination and severance package first. The Victor/George---Tony thing is still in the back ground.

His initial contract is for three years and will save the City over \$500,000.00 with Probst and Chevez gone (which one is retired and the other will be in the next 60 days. If you would like to know more about what is going on with the Mayor, City Council members, and myself I would suggest you give Tom Brown a call. Moreover, the assignment for preparing his was handled by Angela to save Attorney's fees.

If he wants the official start date it is Monday, July 27, 2009. Randy has been coming to City Hall for some meeting and working on getting his office in order.

your very good pal,
Bob

PS---Ed don't fall into a political trap.

From: Edward Lee [Edward.Lee@bbklaw.com]
Sent: Friday, July 10, 2009 9:59 AM
To: CAO
Subject: Police Chief Contract

Bob,

I returned a call to George Mirabal who asked about the new Chief's start date. Is there a contract you need me to work on for the Chief and will this be on the upcoming Council agenda? As I spoke with George, I suggested that the Council discuss this matter in closed session under "Personnel" if there were any questions on the contract.

Please let me know.

Ed

Edward W. Lee
Best Best & Krieger
300 S. Grand Avenue, 28th Floor
Los Angeles, CA 90071
(T) 213-617-8100
(F) 213-617-7480
(D) 213-787-2542
edward.lee@bbklaw.com

The information contained in this email is confidential and may also contain privileged attorney-client information or work product. The information is intended only for the use of the individual entity to whom it is addressed. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received the email in error, please immediately notify us by telephone and/or return the message to us at the email address above.

Small - RE: POLICE CHIEF CONTRACT

Page 2 of 2 R4429

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS,
we inform you that any U.S. tax advice contained in this communication (or in any
attachment) is not intended or written to be used, and cannot be used, for the
purpose of (i) avoiding penalties under the Internal Revenue Code or (ii)
promoting, marketing or recommending to another party any transaction or matter
addressed in this communication (or in any attachment).

This email and any files transmitted with it may contain privileged or
otherwise confidential information. If you are not the intended recipient,
or believe that you may have received this communication in error,
please advise the sender via reply email and delete the email you received.

April 7, 2009

Mr. James E. Starbird, City Manager
613 E. Broadway, Room 200
Glendale, CA 91206

Reference: Retirement

Dear Jim:

As we discussed a few months ago, I have decided to retire as the Chief of Police for the City of Glendale on July 10, 2009. This date marks my 37th year anniversary in law enforcement and sounds like the perfect time to begin a new chapter in life. I have immensely enjoyed my six and a half years here in Glendale and feel honored to have had the opportunity to be the "Coach" of a winning team. The Glendale Police Department has an outstanding cadre of men and women dedicated to keeping this City safe. The City's Executive Team, as well, is second to none, and I have truly been blessed to work with some of the finest in the business!

I have delayed announcing my retirement plans till now, in order to prevent anyone from trying to make a pre or post election issue out of my decision. However, with the tight financial times we are facing as a City, I believe my departure can also serve a purpose. As I have shared, I truly believe the Police Department's Command Staff have been developed and mentored to the point where they are ready to guide the Department on into the future. Assistant Chief Ron DePompa is willing to serve as the Interim and/or permanent Police Chief, and I believe he is ready for the opportunity. Each of the Captains has done an outstanding job of shaping their Divisions to do more with less, and I am extremely proud of how they have pared down the Department's overtime budget, saving the City millions of dollars. Thus, I think this Command Staff team is ready and willing to guide the ship for a while without filling the Assistant's Chief's position, should Ron be moved into the Chief's spot. As you know, leaving this spot vacant could save the equivalent of two police officer positions. After the financial storm has been weathered though, I really do feel it will be important to restore the Command Structure currently in place. I know I sound like a broken record, but the Department is very lean and needs to grow when sufficient revenues can be located.

Kathleen and I are looking forward to traveling more in retirement, and after a break, I will see what challenges lie ahead. Again, it has been an honor and a pleasure to serve the wonderful community of Glendale. The "jewel" City of Glendale will always hold a special place in my heart and I trust this three months notice of my planned retirement will be sufficient time for you and the City Council to plan for my departure. Finally, a special thank you to you, Jim, and the City Council, for trusting me with the opportunity of a lifetime. It will be one I will always treasure.

Sincerely,

Randy G. Adams
Chief of Police
Glendale Police Department



Randy Adams <randygadams@gmail.com>

Police Chief Contract-----ROUND TWO

1 message

CAO <cao@cityofbell.org>
To: Edward Lee <Edward.Lee@bbklaw.com>

Mon, Jul 13, 2009 at 12:47 AM

Ed,

I have never been asked by the City Council to show, review, discuss or, anything else with any other Department head contracts since the Charter became effective, here is the list:

1. Spaccia,
2. Lourdes,
3. Eric,
4. Luis Ramirez,
5. Annette Pertez,
6. The two Chiefs before Andy Probst,
7. Andy Probst
8. The three Deputy Chief's
9. Assistant Chief Chevez
10. The last three two captains, and
11. The last four lieutenant's contracts.

What makes this one so special !

Ed--With our 15 years of working together and the City of Bell's continuing with you at BBK just because of our relationship. I wish you would have told Mirabel you would look into it and get back with him; then discuss it with me so I could have warned you prior to your making suggestions which were nothing more than you falling into political trap and now making me place my job on the line, because of internal politics.

THIS IS A CLOSE 2-2-1 MATTER NOW . THIS IS NOT ABOUT RANDY ADAMS, ITS ABOUT THE OLD FAMILY OF COPS DOES NOT WANT SOMEONE NEW COMING IN BECAUSE THEY ARE ALL WORRIED OF WHAT HE WILL FIND. LIKE ALL THE THINGS I FOUND AND YOU HELP ME FIX 15 YEARS AGO. IF IT WAS NOT FOR US BEING FRESH AND NEW THAT WHORE HOUSE ON FLORENCE WOULD STILL BE OPEN--MORE THAN HALF OF POLICE FORCE WOULD GET FREEBIES THERE TO LOOK THE OTHER WAY. A FORMER POLICE CHIEF HAD A REGULAR GIRL FRIEND THEIR AND ALMOST LEFT HIS WIFE FOR HER.

ED PLEASE OPEN YOUR EYES, BELL IS THE ONLY SOUTHEAST CITY THAT HAS A GOOD REPETITION THAT IS BECAUSE OF OUR WORK. AND THE LAST PART TO FIX IS THE PD, ITS TAKEN 17 YEARS TO GET TO THIS PLACE. WILL YOU HELP ME BE PART OF THE SOLUTION AND NOT THE PROBLEM?

your pal,
Bob

From: Edward Lee [Edward.Lee@bbklaw.com]
Sent: Friday, July 10, 2009 9:59 AM
To: CAO
Subject: Police Chief Contract

Bob,

I returned a call to George Mirabal who asked about the new Chief's start date. Is there a contract you need me to work on for the Chief and will this be on the upcoming Council agenda? As I spoke with George, I suggested that the Council discuss this matter in closed session under "Personnel" if there were any questions on the contract.

Please let me know.

Ed

Edward W. Lee
Best Best & Krieger
300 S. Grand Avenue, 28th Floor
Los Angeles, CA 90071
(T) 213-617-8100
(F) 213-617-7480

Umail - Police Chief Contract-----ROUND TWO

Page 2 of 2 R4431

(D) 213-787-2542
edward.lee@bbklaw.com

The information contained in this email is confidential and may also contain privileged attorney-client information or work product. The information is intended only for the use of the individual entity to whom it is addressed. If you are not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received the email in error, please immediately notify us by telephone and/or return the message to us at the email address above.

.....
IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS,
we inform you that any U.S. tax advice contained in this communication (or in any
attachment) is not intended or written to be used, and cannot be used, for the
purpose of (i) avoiding penalties under the Internal Revenue Code or (ii)
promoting, marketing or recommending to another party any transaction or matter
addressed in this communication (or in any attachment).
.....
This email and any files transmitted with it may contain privileged or
otherwise confidential information. If you are not the intended recipient,
or believe that you may have received this communication in error,
please advise the sender via reply email and delete the email you received.
.....

SCHEDULE C

REQUEST NUMBER 6

Gmail - Busines Points Draft

Page 1 of 2 R4433



Randy Adams <randygadams@gmail.com>

Busines Points Draft

4 messages

Randy Adams <randygadams@gmail.com>
To: pierangelas1@yahoo.com
Bcc: Randy Adams <randygadams@gmail.com>

Tue, Apr 14, 2009 at 9:20 AM

Angela,

Here it is. Please let me know what you think.

Thanks,

Randy

 **City of Bell Business Points.docx**
14K

Angela <pierangelas1@yahoo.com>
Reply-To: pierangelas1@yahoo.com
To: Randy Adams <randygadams@gmail.com>

Tue, Apr 14, 2009 at 12:51 PM

I can't access itbummer.....it is a docx and we only have microsoft doc

-- On Tue, 4/14/09, Randy Adams <randygadams@gmail.com> wrote:

From: Randy Adams <randygadams@gmail.com>
Subject: Busines Points Draft
To: pierangelas1@yahoo.com
Date: Tuesday, April 14, 2009, 9:20 AM

Angela,

Here it is. Please let me know what you think.

Thanks,

Randy

Angela <pierangelas1@yahoo.com>
Reply-To: pierangelas1@yahoo.com
To: Randy Adams <randygadams@gmail.com>

Tue, Apr 14, 2009 at 1:21 PM

By the way,after our morning meeting tommorrow Bob would like us to go to the Starbucks's to meet with the POA Pesident and Vice-President.....then we will go get George Mirabal and have lunch.....hope that will work.

--- On Tue, 4/14/09, Randy Adams <randygadams@gmail.com> wrote:

| From: Randy Adams <randygadams@gmail.com>

City of Bell Business Points Draft

Page 2 of 2 R4434

Subject: Busines Points Draft
To: pierangelas1@yahoo.com
Date: Tuesday, April 14, 2009, 9:20 AM

Angela,

Here it is. Please let me know what you think.

Thanks,

Randy

Randy Adams <randygadams@gmail.com>
To: pierangelas1@yahoo.com

Tue, Apr 14, 2009 at 2:33 PM

Here it is as an attachment again.....See if you can open it in Word now....If not, let me know and I will try something else.

On Tue, Apr 14, 2009 at 1:21 PM, Angela <pierangelas1@yahoo.com> wrote:

By the way,after our morning meeting tommorrow Bob would like us to go to the Starbucks's to meet with the POA President and Vice-President.....then we will go get George Mirabal and have lunch.....hope that will work.

-- On Tue, 4/14/09, Randy Adams <randygadams@gmail.com> wrote:

From: Randy Adams <randygadams@gmail.com>
Subject: Busines Points Draft
To: pierangelas1@yahoo.com
Date: Tuesday, April 14, 2009, 9:20 AM

Angela,

Here it is. Please let me know what you think.

Thanks,

Randy

 **City of Bell Business Points[1].docx**
13K

April 14, 2009

Mr. Robert A. Rizzo
Chief Administrative Officer
City of Bell

Reference: Business Points

Dear Bob:

First of all, let me say that it has been a pleasure getting to know you and Eugenia through this unusual recruitment process for Police Chief in the City of Bell. Although I never dreamed that I would entertain the thought of one day working for your City, my wife and I are quite excited about the opportunity. By developing an understanding of the challenges Bell faces, and by meeting some of the leaders of the City, I have been convinced that I would like to be part of the equation that "raises the professional bar" of your police department and provides that "moral compass" for the community. I am flattered by the level of confidence and trust that you have offered by affording me the unique opportunity to "write my own ticket" and realize the fiduciary responsibility that comes with such an opportunity. As such, here are the business points that will make this the opportunity of a lifetime for me:

Salary: As you know, I am retiring from Glendale and in retirement, my PERS compensation is projected to be approximately 270K annually. My law enforcement tenure and reputation make me highly marketable for interim police chief opportunities. In those positions, I could reasonably expect to make anywhere from 150 to 250K annualized, per assignment. I believe the Police Chief in Bell has been paid from 160 to 190K per year. Therefore, if my starting salary is 370K per year, plus the deferred compensation package we have discussed, I will be able to make a similar amount to what I could expect to make doing interim police chief jobs. The big difference, and I certainly value this, is that what I earn in this position will be "persable".

Deferred Compensation: Inclusion in your City paid annual deferred compensation plan of 69K per year, most of which is persable.

Raises: Ten percent annually, with consideration for a higher bump based on outstanding performance.

Chief's Car: As much as I would not mind providing my own vehicle, part of my persona in being the Chief, is to have an emergency equipped vehicle that allows me to safely back up officers, take enforcement action, or respond "code three" in emergencies. The problem with owning my own vehicle and having it emergency equipped is that no insurance company will insure it. Thus, I will need the use of a City provided vehicle and City insured vehicle. Also, because I will expect to be on-call and available 24/7 as your Chief, I would need your permission to use this vehicle for personal, as well as professional purposes, without limitation as to who rides in it. Finally, I would like permission for my wife to be able to drive the vehicle, as long as I am with her, to allow for those occasions when altering drivers makes the drive safer due to fatigue, etc.

Retirement: 3%@55 PERS plan with 5% cola and EPMC provisions and with the City paying the employee's cost.

Lifetime Medical: Fully paid medical, dental, and vision plans while working and in retirement for myself, my spouse, and any dependent children.

Vacation/Sick time accruals: The maximum accrual afforded to anyone in the City, along with the initial seeding of the vacation bank with 80 hours and the sick bank with 160 hours.

Management leave: 100 hours annually of management leave that is "use it or lose it" leave to compensate for non-paid overtime situations.

Term: Commences September 1st, 2009 and is renewable yearly, with 30 days notice of termination by either party, but subject to the severance provision.

Severance: At will position, protected by a fully loaded twelve month severance provision.

Contract Work: I will also be happy to provide consulting, prior to the contract commencement, at the rate of \$230.00 per hour or 40K per month. I am willing to take the month of June off on vacation from Glendale, to begin the transition, if needed, and will be happy to work the month of August, if needed, as well.

Again Bob, thank you for your trust, confidence, and interest in bringing me to the City of Bell as your next Police Chief. I believe we will be able to do exciting things and look forward to the opportunity of working with you and Angela.

Sincerely,

Randy G. Adams

SCHEDULE C

REQUEST NUMBER 7

RANDY G. ADAMS

P.O. Box 9180
Glendale, California 91226
(323) 365-9111

EXPERIENCE:

Chief of Police
City of Bell Police Department
Appointed: July 27, 2009 to present

Chief of Police
City of Glendale Police Department
Appointed: January, 2003 to July, 2009

Chief of Police
City of Simi Valley Police Department
Appointed: September, 1995 to January, 2003

Assistant Chief of Police
City of Ventura Police Department
Appointed Command Staff: January, 1987 to May, 1995
Appointed Lieutenant: July, 1979
Appointed Sergeant: July, 1977
Appointed Detective: September, 1976
Appointed Police Officer: July, 1972

EDUCATION:

Master of Science in Management
California Polytechnic University Pomona – June 1995

Master of Science in Administration of Justice
California Lutheran College, Thousand Oaks – May 1975

Bachelor of Science in Political Science and Administration
California State University, Los Angeles – June 1972
Minor in Sociology

CERTIFICATION: Peace Officer Standards and Training (POST)

Executive Certificate
Management Certificate
Supervisory Certificate
Basic, Intermediate, and Advanced Officer Certificates

California State Lifetime Teaching Credentials

Community College Instructor Credential – 1975
Adult Education Teaching Credential – 1975

LEADERSHIP: **California Command College POST Leadership Program – Class 17 - 1994**
 Outstanding Academic Achievement
 Class Speaker
 Project Presenter

FBI National Academy 135th Session - 1983
 International Leadership & Advanced Criminalistics Program
 Futures Orientation

**POST Basic, Field Training Officer, Supervisory, Mid-Management,
Management, and Executive Development Training Programs**

AFFILIATIONS: **California Peace Officers Association – 1973 to present**
 Statewide President – June 1995 to May 1996
 Representative to POST on Accreditation – 1991 to present
 Past member of Mid-Management & Administrative Training Committees
 Member of Standards and Ethics Committee – Chair 1987 to 1992

Los Angeles County Police Chiefs Association – 2003 to present
 Executive Board Member 2004-2007
 President 2006

California State Sheriff's Association – 1991 to 2002

FBI National Academy Associates – 1983 to present

National Tactical Officer's Association – 1984 to 1995

Society of Police Futurists International – 1992 to present
 Charter Member

California Police Chief's Association – 1995 to present
 Executive Board Member 2006-2008
 Area Representative 2004-2006

International Association of Chiefs of Police – 1995 to present

COMMUNITY: **Glendale Chamber of Commerce Member – 2003 to 2009**
 Glendale Rotary International Member – 2003 to 2009
 Boy Scouts of America – Verdugo Hills Council Board – 2004 to 2009
 New Horizons Family Center Advisory Board – 2003 to 2009
 Glendale Adventist Medical Center Advisory Board – 2003 to 2009
 Glendale Memorial Hospital Advisory Board – 2006 to 2009

Salvation Army Advisory Board – 2006 to 2009
Boys & Girls Club of Simi Valley Board Member – 1997 to 2003
Boy Scouts of America – Ventura County Executive Board – 1995 to 2003
Simi Valley YMCA Honorary Board Member – 1996 to 2003
Simi Valley Chamber of Commerce – 1999 to 2003
Rotary Club of Simi Valley – 1995 to 2003
Rotary Club of East Ventura – 1994 to 1995
Greater Ventura Chamber of Commerce – 1983 to 1986

PUBLICATIONS: **“The Impact of Smart Card Technology on Welfare Fraud in California by the Year 2002”** – Command College Research Project
“Special Event Planning” – Article published in the June 1985 issue of Police Chief
“Professional Recognition Issues” – An article published in POST’s publication on the Symposium on Professional Issues in Law Enforcement – October 1980
“Report Writing – A Key to Professionalism” – An article published in The California Peace Officer – March/April 1980

AWARDS: **Peace Officers Association of Los Angeles County**
President’s Award - February, 2008
Boy Scouts of America Verdugo Hills Council
Good Turn Leader of the Year Award – December, 2004
Simi Valley Chamber of Commerce
Business Person of the Month – July 2000
Ventura Police Department
SWAT Service Award – 1980
Reserve Leadership & Support Award - 1984
California Peace Officer’s Association
Law Enforcement Professional Achievement Award - 1982
Outstanding Young Men of America – 1982
City of Ventura, California
Certificate of Commendation for Outstanding Performance – 1975
Ventura College Sheriff & Police Academy
Honor Cadet - 1972

APPOINTMENTS: V.C.L.E.C.C. Gang Strategy Subcommittee 1991 to 1995

Chairperson appointed by the Ventura County Law Enforcement Coordinating Committee to develop and implement a Countrywide Gang Enforcement Strategy.

POST Symposium Committee on Law Enforcement Training Issues – 1991

Examined training standards in the use of force, racial and cultural sensitivity, and supervisory accountability.

International Symposium on the Future of Law Enforcement – 1991

Invited Presenter - FBI National Academy

Statewide Professionalism Task Force – 1981

Effort resulted in development of Command College Program

Statewide Symposium on Professional Issues Facing Law Enforcement

POST, CPOA, and PORAC – Participated as a presenter, discussion leader, and author

Ventura Community College and Ventura Police/Sheriff's Academy

Instructor in Police Community Relations, Patrol Procedures, Report Writing, Communications, Criminal Law, and Labor Management Relations.

Randy G. Adams
Chief of Police
Glendale, CA

Randy G. Adams has served as the Chief of Police for the City of Glendale for the last six and a half years. His law enforcement career spans 37 years, and he has earned a reputation of taking police departments to new standards of excellence. Chief Adams began his career with the Ventura Police Department, where he served for 23 years, rising to the rank of Assistant Chief. He was selected to be the Chief of Simi Valley in 1995, where he served for over seven years. During his final five years in Simi Valley, the city was named the safest city of its size in the nation.

Glendale is called the "Jewel City" and it is noted for being one of the safest large cities in the nation. The Glendale Police Department currently has over 400 employees and serves a culturally diverse community of 207,000 people, covering 30.6 square miles. Glendale is the third largest city in Los Angeles County with a Police Department budget of \$63.2 million.

On January 26, 2005, Glendale experienced its worst disaster in the history of the City. Chief Adams was responsible for coordinating the multi-agency public safety response to this incident, as well as the ensuing criminal investigation that followed. The disaster involved a multi-train Metrolink derailment, which at the time was the worst in the history of Metrolink, with the death of eleven passengers and the injury of nearly 200 others. The individual responsible was convicted at trial of eleven counts of murder and was sentenced to eleven consecutive life terms. In 2008, Los Angeles District Attorney Steve Cooley honored Chief Adams and the Glendale Police Department for their excellence in handling this major incident.

In addition, Chief Adams transitioned the Glendale Police Department into a brand new 160,000 square foot facility, with a total upgrade of their computer and communications systems. He also reorganized the Department, increased staffing, introduced a wellness program, implemented a K-9 program, and has supported and promoted the adoption of ICIS (Interagency Communication Interoperability System) to foster countywide interoperable communications. He has further helped advance the Department technologically, with the acquisition of Automated Vehicle License Plate Readers, the equipping of Officers with Tasers and digital recorders, and the placement of video recorders in all of the patrol vehicles. Currently, the Department has secured one and a half million dollars in federal grants to launch the first regional DNA lab in Los Angeles, serving the cities of Burbank, Glendale, and Pasadena. A special thanks to Congressman Adam Schiff for securing these federal funds.

Chief Adams is a graduate of California State University at Los Angeles where he received his Bachelor of Science Degree in Police Science with a minor in Sociology. He has two Masters Degrees; a Masters in the Administration of Justice from California Lutheran University and a Masters in Management from Cal Poly Pomona. He is a graduate of the California Peace Officers Standards and Training's Command College and the FBI's National Academy.

Chief Adams was the 2006 President of the Los Angeles County Police Chiefs Association and is a Past Statewide President of the California Peace Officers Association (CPOA). He is an active member of the California Police Chief's Association (CPCA), serving on the Board of Directors, and is a member of the International Association of Chiefs of Police (IACP). He is also a charter member of Police Futurists International (PFI).

During his tenure in Glendale, the Chief was active in the community as a member of the Glendale Sunrise Rotary Club, the Glendale Chamber of Commerce, the Board of Directors for the Verdugo Hills Chapter of the Boy Scouts, and by also serving on the Civic Advisory Boards for New Horizons, the Glendale Adventist Hospital, the Glendale Salvation Army, and the Glendale Memorial Hospital.

The Chief and his wife, Kathleen, have six children ranging in age from 32 to 21, and three grandchildren. Chief Adams enjoys traveling, exercise, and snow skiing and has participated in the law enforcement Baker to Vegas and Special Olympics runs.

SCHEDULE C

REQUEST NUMBER 8

NONE

SCHEDULE C

REQUEST NUMBER 9
NONE

SCHEDULE C

REQUEST NUMBER 10

SCHEDULE C

REQUEST NUMBER 11

SCHEDULE C

REQUEST NUMBER 12

SCHEDULE C

REQUEST NUMBER 13

ORIGINAL FILED

NOV 17 2011

LOS ANGELES
SUPERIOR COURT

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

THE PEOPLE OF THE STATE OF
CALIFORNIA ex rel. EDMUND G.
BROWN JR., Attorney General of The
State of California,

Plaintiff,

vs.

ROBERT A. RIZZO, et al.,

Defendants.

CASE NO. BC445497

**ORDER ON DEMURRERS AND
MOTIONS TO STRIKE DIRECTED
TO FIRST AMENDED COMPLAINT**

The California Attorney General has filed this action against the City of Bell and various former officials of the City. Some of the defendants have demurred to the Attorney General's first amended complaint ("FAC") and moved to strike portions of that pleading. This is the court's ruling on these challenges.

The FAC is summarized below. It names the following former City officials as defendants: Robert Rizzo ("Rizzo"), former Chief Administrative Officer; Pier' Angela Spaccia ("Spaccia"), former Assistant Chief Administrative Officer; Randy G. Adams ("Adams"), Chief of Police from May, 2009 through at least July, 2010; Oscar Hernandez ("Hernandez"), a council member and mayor; and former council members Teresa

1 Jacobo (“Jacobco”), George Mirabal (“Mirabal”), Victor Bello (“Bello”), and George
2 Cole (“Cole”).

3 Each individual defendant has received excessive and wasteful compensation
4 from City. (FAC ¶ 22.) Rizzo’s salary in 2010 was \$787,500 and city council raised his
5 salary 16 times since 1993 (FAC ¶¶ 23-25); council member defendants (Hernandez,
6 Jacobo, Mirabal, Bello, and Cole) also provided Rizzo excessive benefits, 107 vacation
7 days and 36 sick days per year (FAC ¶ 29). Council member defendants raised Spaccia’s
8 salary 19 percent a year from 2003, so that her base salary in 2010 was \$336,000 in 2010,
9 and provided her 107 days vacation and 36 days sick leave per year (FAC ¶¶ 34-39).
10 Council member defendants approved Rizzo’s employment contracts and Spaccia’s 2008
11 employment contract without requisite deliberation and due care (FAC ¶¶ 33, 41).
12 Adams as Chief of Police had a base salary of more than \$457,000; Rizzo approved
13 Adams’s employment contract in 2009 without approval of council member defendants
14 and without requisite deliberation and due care (FAC ¶¶ 42-49). Council member
15 defendants awarded themselves salary increases averaging 16 percent each year since
16 2003, without requisite deliberation and due care (FAC ¶¶ 50-55). In 2005 council
17 member defendants defrauded the public by approving “An Ordinance . . . Limiting
18 Compensation for Members of the City Council Pursuant to California Government
19 Code § 36516(c),” and by including in the ordinance a purported factual justification
20 stating there had been no salary increase since 1991, when the most recent increase was
21 in 2001, so that the ordinance increased these defendants’ salaries from \$673 (in 2001,
22 not 1991) to \$1,332 per month; in so titling and describing the ordinance and passing it
23 as part of a consent agenda without public discussion or deliberation, said defendants
24 intended to deceive the public (FAC ¶¶ 63-69). At least Cole and Bello were aware of
25 this deception when they approved this ordinance (FAC ¶ 70). Council member defen-
26 dants awarded 2010 city council salaries of over \$96,000, whereas council members of
27 general law cities receive no more than \$4,800 per year but have similar duties and
28 responsibilities (FAC ¶¶ 51-52). Defendants converted City from a general law city to a

1 charter city in 2006 so they could increase their pay. (FAC ¶¶ 56-60). In 2008 Rizzo had
2 a memorandum prepared and told the city clerk to distribute it to any member of the
3 public who inquired about salaries of city officers or employees; the memorandum was
4 provided to members of the public; and it falsely stated that council member defendants
5 were paid \$673 per month and Rizzo was paid \$15,478 per month, when council member
6 defendants were actually paid over \$7,600 per month and Rizzo was paid over \$52,000
7 per month; defendants knew of this deception and agreed to dissemination of the memo-
8 randum (FAC ¶¶ 80-85).

9 Each of the FAC's causes of action repeats and incorporates the allegations
10 summarized above. The first cause of action, denominated waste of public funds/illegal
11 expenditure of public funds (Code of Civil Procedure section 526a), is alleged against all
12 defendants and City. The second cause of action, denominated negligence, is alleged
13 against council member defendants and Rizzo. The third cause of action, denominated
14 fraudulent deceit, is alleged against council member defendants and Rizzo. The fourth
15 cause of action, denominated fraudulent deceit, is alleged against Rizzo. The fifth cause
16 of action, denominated Government Code section 1090, is alleged against Rizzo and
17 Spaccia. The sixth cause of action, denominated breach of fiduciary duty and violation
18 of public trust, is alleged against all defendants (except City).

19 The FAC seeks a judgment: requiring individual defendants "to make restitution
20 to the City for compensation they approved and/or accepted, and which was in excess of
21 what was reasonable and appropriate, in an amount to be proven at trial"; imposing a
22 constructive trust over the proceeds of compensation "in excess of what was reasonable
23 and appropriate"; declaring that all employment contracts and addenda of Rizzo, Spaccia,
24 and Adams executed in and after 2005 are null and void *ab initio*; requiring each defen-
25 dant to make restitution to the People, including CalPERS, for any amount of pension
26 benefits received "in excess of what was reasonable and appropriate"; a declaration that
27 council member defendants, Rizzo, and Spaccia are disqualified from holding public
28 office; enjoining City from paying salaries or providing benefits "in excess of what is

1 commensurate with their [sic] duties and responsibilities, in an amount to be proven at
2 trial"; exemplary damages.

3 Judicial Notice

4 Rizzo asks the court to take judicial notice of the Charter of the City of Bell and
5 the 2010 California Roster of Public Agencies. The court takes judicial notice of these
6 documents pursuant to California Evidence Code section 452(h).

7 Adams asks the court to take judicial notice of his employment contract and an
8 addendum to his employment contract. The court declines to take judicial notice of these
9 documents because they have not been authenticated and are not reasonably beyond
10 being subject to dispute.

11 City asks the court to take judicial notice of Resolution No. 2010-32, a resolution
12 of the city council requesting the consolidation of a special election and regular election
13 to be held on March 8, 2011. City also asks the court to take judicial notice of felony
14 complaints in Los Angeles County Superior Court Case Nos. BA376026 and BA377197.
15 The court takes judicial notice of these documents but not of the truth of all matters
16 therein pursuant to California Evidence Code section 452(h).

17 Analysis

18 1. First cause of action (waste of public funds) against individual defendants
19 and City

20 Plaintiff alleges the excessive compensation that was paid to defendants and
21 authorized by City ordinances and/or defendants' employment contracts constitutes waste
22 of public funds pursuant to Code of Civil Procedure section 526a. This statute provides:

23 An action to obtain a judgment, restraining and preventing any
24 illegal expenditure of, waste of, or injury to, the estate, funds, or other
25 property of a county, town, city or city and county of the state, may be
26 maintained against any officer thereof, or any agent, or other person, acting
27 in its behalf, either by a citizen resident therein, or by a corporation, who is
28

1 assessed for and is liable to pay, or, within one year before the com-
2 mencement of the action, has paid, a tax therein.

3 As noted above, plaintiff's FAC (¶ 22) alleges "each defendant has received
4 excessive and wasteful compensation from the City. The amount of compensation that
5 exceeds what was reasonable and commensurate with defendants' respective duties and
6 responsibilities provided no use or benefit to the City, and was totally unnecessary,
7 wasteful, and illegal." The prayer of the FAC seeks "[a] declaration that all employment
8 contracts and addenda of Rizzo, Spaccia, and Adams executed in and after 2005 are null
9 and void *ab initio*" (¶ 2) and "[a]n order enjoining the City from paying salaries or pro-
10 viding benefits to defendants in excess of what is commensurate with their duties and
11 responsibilities, in an amount to be proven at trial" (¶ 12).

12 Defendants Adams, Cole, Hernandez, Jacobson, Rizzo, Spaccia, and City demur
13 to this cause of action on the ground of failure to state facts sufficient to constitute a
14 cause of action.

15 The California Constitution expressly provides: "The powers of state government
16 are legislative, executive, and judicial. Persons charged with the exercise of one power
17 may not exercise either of the others except as permitted by this Constitution." (Cal.
18 Const. art. III, § 3.) This provision gives rise to the separation of powers doctrine.

19 In article XI, section 5, subdivision (b)(4) the California Constitution grants to
20 charter cities "plenary authority . . . subject only to the restrictions of this article, to
21 provide therein or by amendment thereto the manner in which, the method by which, the
22 times at which, and the terms for which the several municipal officers and employees'
23 whose compensation is paid by the city shall be elected or appointed . . . and for their
24 compensation"

25 Plaintiff is asking the court to substitute its judgment for that of the legislative
26 body of the City insofar as that body's determination of the compensation of municipal
27 officers and employees. The court does not have this power, and plaintiff has cited no
28 provision of law that would guide the court in reaching such a determination. In *Sklar v.*

1 *Franchise Tax Board* (1986) 185 Cal.App.3d 616, 618, the court held taxpayers could
2 not invoke judicial power to force the Franchise Tax Board, an administrative body, to
3 control the use of alcohol entertainment expenses as a business deduction on state in-
4 come tax returns. The court noted “the well-established principle, rooted in the doctrine
5 of separation of powers [citation], that the courts may not order the Legislature or its
6 members to enact or not to enact, or the Governor to sign or not to sign, specific legis-
7 lation.’ [Citation.] . . . ‘[B]y virtue of the separation of powers doctrine courts lack the
8 power to order the Legislature to pass a prescribed legislative act.’ [Citation.] . . . Were it
9 otherwise, courts would be involved in ‘an attempt to exercise legislative functions,
10 which . . . is expressly forbidden . . .’ [Citations.]” (*Id.* at p. 624) And in *Hilton v.*
11 *Board of Supervisors* (1970) 7 Cal.App.3d 708, 714, the court held: “[S]ince the passage
12 of a zoning ordinance is a legislative act, it necessarily follows that the vacating of such
13 an enactment (the relief sought here) is likewise legislative in character. As in *Tandy v.*
14 *City of Oakland* [(1962) 208 Cal.App.2d 609] ‘the complaint simply asks the court to
15 issue the writ to compel the city council of the defendant city to perform a legislative
16 act. . . . It is elementary that the courts have no such power.’ (*Supra*, p. 711.)” (Accord,
17 *Serrano v. Priest* (1976) 18 Cal.3d 728, 751 (“courts may not order the Legislature or its
18 members to enact or not to enact [footnote omitted] . . . specific legislation”); *Hicks v.*
19 *Board of Supervisors* (1977) 69 Cal.App.3d 228, 235.)

20 An equally important corollary of the separation of powers doctrine is that legis-
21 lators have absolute immunity from damage suits and claims for declaratory relief based
22 on legislative acts. (*Steiner v. Superior Court* (1996) 50 Cal.App.4th 1771, 1784.) The
23 doctrine of legislative immunity has been construed expansively to apply to those activ-
24 ities involving planning or enacting legislation. (*Ibid.*) Moreover, the principle of
25 legislative immunity protects not only the conduct of municipal legislators, but also the
26 acts of municipal administrators and executives taken in direct assistance of legislative
27 activity. (*D’Amato v. Superior Court* (2009) 167 Cal.App.4th 861, 871.) Here plaintiff
28 alleges the excess compensation was approved by City ordinances. (FAC ¶ 95.) These

1 allegations therefore trigger the doctrine of legislative immunity. That plaintiff charac-
2 terizes those ordinances as wasteful does not avoid the rule of legislative immunity.

3 In sum, legislators cannot be sued for passing ordinances to raise their own com-
4 pensation. The conduct alleged by plaintiff in support of the first cause of action may be
5 remiss, but it is not actionable in civil court. The proper means of reforming a legislature
6 rife with greed and ineptitude is the electoral process. Defendants' demurrers to plain-
7 tiff's first cause of action are sustained without leave to amend on the ground of failure
8 to state facts sufficient to constitute a cause of action.

9 2. Second cause of action (negligence) against council member defendants
10 and Rizzo

11 The council member defendants and Rizzo demur to the second cause of action
12 for negligence on the ground of failure to state facts sufficient to constitute a cause of
13 action.

14 Plaintiff's second cause of action is based on the same underlying allegations as
15 the first cause of action. The reasons discussed for sustaining the demurrers to plaintiff's
16 first cause of action apply here, and the court is aware of no legal authority establishing
17 that legislators can be personally liable for not using due care in authorizing the expen-
18 diture of public funds. *Stanson v. Mott* (1976) 17 Cal.3d 206, 226-227, the only case
19 plaintiff cites in opposition to defendants' demurrers, is not on point. *Stanson* involved a
20 public agency expending public funds to promote a partisan election campaign. This
21 case involves no comparable facts. For the reasons stated the demurrers of defendants
22 Cole, Hernandez, Jacobson, and Rizzo are sustained to plaintiff's second cause of action
23 without leave to amend on the ground of failure to state facts sufficient to constitute a
24 cause of action.

25 3. Third cause of action (fraudulent deceit) against council member
26 defendants and Rizzo

27 The council member defendants and Rizzo demur to the third cause of action for
28 negligence on the ground of failure to state facts sufficient to constitute a cause of action.

1 The elements of a fraud claim are: (1) misrepresentation, concealment, or non-
2 disclosure by the defendant, (2) knowledge of falsity by the defendant, (3) intent to
3 defraud by the defendant, i.e., intent to induce reliance from the plaintiff, (4) justifiable
4 reliance by the plaintiff, and (5) resulting damage to the plaintiff. (*Lazar v. Superior*
5 *Court* (1996) 12 Cal.4th 631, 638.)

6 For a fraud claim to withstand a demurrer, “the facts constituting every element of
7 fraud must be alleged with particularity, and the claim cannot be salvaged by references
8 to the general policy favoring the liberal construction of pleadings.” (*Goldrich v. Natu-*
9 *ral Y Surgical Specialties, Inc.* (1994) 25 Cal.App.4th 772, 782.) “This particularity
10 requirement necessitates pleading facts which ‘show how, when, where, to whom, and by
11 what means the representations were tendered.’” (*Stansfield v. Starkey* (1990) 220
12 Cal.App.3d 59, 73, citing *Hills Trans. Co. v. Southwest Forest Industries, Inc.* (1968)
13 266 Cal.App.2d 702, 707.)

14 Plaintiff alleges that defendants defrauded the public by passing Ordinance No.
15 1158 in February, 2005 titled “An Ordinance of the City Council of the City of Bell
16 Limiting Compensation for Members of the City Council Pursuant to California
17 Government Code § 36516(c).” (FAC ¶ 63.) Plaintiff takes issue with Ordinance No.
18 1158 because the text of the ordinance actually *increased* the council member defen-
19 dants’ salaries. (FAC ¶ 64.)

20 Plaintiff’s allegations are insufficient to withstand defendants’ demurrer. First,
21 there are the aforementioned issues of separation of powers/legislative immunity, the
22 latter of which applies to the passage of Ordinance No. 1158. Second, plaintiff has not
23 plead how anyone relied on the purported misrepresentations and consequently has not
24 plead how the misrepresentations caused damage. Third, the title of the ordinance in
25 question is not misleading. The definition of “limit,” a transitive verb, includes the
26 following: “To fix definitely; to specify.” (The American Heritage College Dictionary
27 (3d ed. 1993) p. 787.)

28

1 For the reasons stated, the demurrers of defendants Cole, Hernandez, Jacobson,
2 and Rizzo to plaintiff's third cause of action are sustained without leave to amend on the
3 ground of failure to state facts sufficient to constitute a cause of action.

4 4. Fourth cause of action (fraudulent deceit) against Rizzo

5 This cause of action is based on the allegations that in 2008 Rizzo had a memo-
6 randum prepared and distributed to any member of the public who inquired about salaries
7 of city officers or employees. Plaintiff alleges: the memorandum falsely stated that
8 council member defendants were paid \$673 per month and Rizzo was paid \$15,478 per
9 month, when council member defendants were actually paid over \$7,600 per month and
10 Rizzo was paid over \$52,000 per month; Rizzo knew of this deception and agreed to
11 dissemination of the memorandum; and City was damaged because the excess compensa-
12 tion that defendants awarded to themselves and each other provided no use or benefit to
13 the City and was wasteful of public funds. (FAC ¶¶ 80-85, 118-124).

14 As noted above, the doctrine of separation of powers precludes the court from
15 declaring an amount of compensation established by legislative ordinance to be exces-
16 sive. Accordingly, Rizzo's demurrer to the fourth cause of action is sustained without
17 leave to amend on the ground of failure to state facts sufficient to constitute a cause of
18 action.

19 5. Fifth cause of action (Government Code section 1090) against Rizzo and
20 Spaccia

21 Government Code section 1090 states:

22 Members of the Legislature, state, county, district, judicial district,
23 and city officers or employees shall not be financially interested in any
24 contract made by them in their official capacity, or by any body or board of
25 which they are members. Nor shall state, county, district, judicial district,
26 and city officers or employees be purchasers at any sale or vendors at any
27 purchase made by them in their official capacity.
28

1 In California, “[t]o determine whether section 1090 has been violated, a court
2 must identify (1) whether the defendant government officials or employees participated
3 in the making of a contract in their official capacities, (2) whether the defendants had a
4 cognizable financial interest in that contract, and (3) (if raised as an affirmative defense)
5 whether the cognizable interest falls within any one of section 1091’s or section 1091.5’s
6 exceptions for remote or minimal interests. [Footnote and citations omitted.]” (*Lexin v.*
7 *Superior Court* (2010) 47 Cal.4th 1050, 1074.)

8 Plaintiff alleges that Rizzo and Spaccia violated section 1090 by “direct[ing] the
9 modification of the City’s Supplemental Retirement Plan such that it created particular-
10 ized benefits to themselves and furthered their personal agendas. (FAC ¶ 127.) This
11 occurred in August, 2003 when City implemented a Supplemental Retirement Plan that
12 provided retirement benefits, at the expense of the City, to a small group of City officers
13 and employees, including the defendants. (FAC ¶ 86.) Since the implementation of the
14 plan, Rizzo, Spaccia, and other defendants have modified the plan to maximize their own
15 benefits. (FAC ¶ 87.) The allegations of modifications to maximize defendants’ own
16 benefits are conclusory.

17 Defendants believe plaintiff has not clearly identified a contract at issue. (See
18 *Rizzo Demurrer*, pp. 7-8.) The court agrees. Plaintiff has not identified what party, if
19 any, defendants purportedly contracted with and has not alleged how defendants’ con-
20 duct can fall under the purview of section 1090. The demurrers of Rizzo and Spaccia to
21 plaintiff’s fifth cause of action are sustained with leave to amend on the ground of failure
22 to state facts sufficient to constitute a cause of action.

23 6. Sixth cause of action (breach of fiduciary duty) against individual
24 defendants

25 The sixth cause of action is based on plaintiff’s allegations of excessive compen-
26 sation. For the reasons stated in connection with the first cause of action, these claims
27 are not actionable under the doctrines of separation of powers and legislative immunity.
28

1 The demurrers of defendants Adams, Cole, Hernandez, Jacobson, Rizzo, and
2 Spaccia to plaintiff's sixth cause of action are sustained without leave to amend on the
3 ground of failure to state facts sufficient to constitute a cause of action.

4 7. Additional arguments and motions made by defendants

5 Except with respect to the fifth cause of action, it is unnecessary to reach the con-
6 tentions of defendants Rizzo and Spaccia that the Attorney General lacks standing to sue
7 and has not complied with the presentation requirements of the Tort Claims Act. The
8 court does not doubt the Attorney General's standing to enforce Government Code
9 section 1090 (see *People v. New Penn Mines, Inc.* (1963) 212 Cal.App.2d 667 (as chief
10 law enforcement officer of state, attorney general has broad common law power, and in
11 absence of contrary statute, may may file any civil action he/she deems necessary for
12 enforcement of state laws); Cal. Const. art. V, § 13), and the Tort Claims Act is not
13 applicable to an action by a public entity to recover moneys misappropriated or illegally
14 expended by a public employee. (See *Stanton v. Mott* (1976) 17 Cal.3d 206, 226.)

15 Based on the court's rulings, the motions of defendants Adams and City of Bell to
16 strike portions of the complaint are moot.

17 Disposition

18 IT IS ORDERED:

19 1. The demurrers of defendants Adams, Cole, Hernandez, Jacobson, Rizzo,
20 Spaccia, and City to the first cause of action are sustained without leave to amend on the
21 ground of failure to state facts sufficient to constitute a cause of action.

22 2. The demurrers of defendants Cole, Hernandez, Jacobson, and Rizzo to the
23 second and third causes of action are sustained without leave to amend on the ground of
24 failure to state facts sufficient to constitute a cause of action.

25 3. The demurrer of defendant Rizzo to the fourth cause of action is sustained
26 without leave to amend on the ground of failure to state facts sufficient to constitute a
27 cause of action.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. The demurrers of defendants Rizzo and Spaccia to the fifth cause of action are sustained with leave to amend on the ground of failure to state facts sufficient to constitute a cause of action.

5. The demurrers of defendants Adams, Cole, Hernandez, Jacobson, Rizzo, Spaccia to the sixth cause of action are sustained without leave to amend on the ground of failure to state facts sufficient to constitute a cause of action.

6. The motions of defendants City of Bell and Adams to strike portions of the FAC are moot.

Dated: May 2, 2011

RALPH W. DAU

Ralph W. Dau, Judge

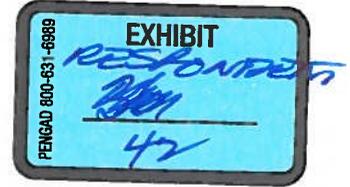
#36

Rebecca Valdez

From: Gottlieb, Jeff [Jeff.Gottlieb@latimes.com]
Sent: Tuesday, July 06, 2010 3:31 PM
To: cityclerk@bellcityclerk.org
Subject: public records request

Jeff Gottlieb
Senior Writer
Los Angeles Times
202 West 1st Street

Los Angeles, CA 90012



Rebecca Valdez
City Clerk
Bell
By email

RE: Public Records Act Request

Dear Ms. Valdez:

Pursuant to my rights under the California Public Records Act (Government Code Section 6260 et seq.), I ask to inspect and obtain copies documents spelling out the annual pay received by the city's police chief and by assistant city manager Angela Spaccia. This should include payments for all city boards, authorities and other city agencies that they works for.

I ask for a determination on this request within 10 days of your receipt of it, and an even prompter reply if you can make that determination without having to review the record[s] in question.

If you determine that any or all of the information qualifies for an exemption from disclosure, I ask you to note whether, as is normally the case under the Act, the exemption is discretionary, and if so whether it is necessary in this case to exercise your discretion to withhold the information.

If you determine that some but not all of the information is exempt from disclosure and that you intend to withhold it, I ask that you redact it for the time being and make the available as requested.

In any event, please provide a signed notification citing the legal authorities on which you rely if you determine that any or all of the information is exempt and will not be disclosed.

If I can provide any clarification that will help expedite your attention to my request, please contact me at 562-209-6244 or jeff.gottlieb@latimes.com. I ask that you notify me of any duplication costs before you duplicate the records so that I may decide which records I want copied.

Thank you for your time and attention to this matter.

Sincerely,

Jeff Gottlieb

Jeff Gottlieb
Senior Writer
Los Angeles Times
562-209-6244
jeff.gottlieb@latimes.com