EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is effective as of September 15, 2009 between the City of El Segundo ("City") and David Cummings ("Cummings").

RECITALS

Whereas Cummings has informed the City that he will be filing the necessary documents to commence receiving retirement benefits from the California Public Employees Retirement System ("PERS") as of October 17, 2009, and concurrently therewith terminate his current employment status with the City; and,

Whereas the City desires to have Cummings continue to provide contractual services as the Chief of Police for the City for the period of October 17, 2009 through April 18, 2010 pursuant to the terms of this Agreement, based upon the experience that Cummings has in law enforcement, and particularly with the City, as the City believes such skills are of significant value to the City for the term of this Agreement; and,

Whereas Cummings desires to continue functioning as Chief of Police for the City on a contractual basis.

Now Therefore, the City and Cummings do hereby covenant, agree and warrant as follows:

Section 1. Term of Agreement. During the term of this Agreement Cummings shall be an "at-will" contractual employee of the City. The Agreement shall be in effect from October 17, 2009 through April 18, 2010 unless it is terminated prior to April 18, 2010 by the City Manager or City Council. The City Council or City Manager may by written notice to Cummings, immediately terminate this Agreement and thereby Cummings's contractual employee status with the City at any time, with or without cause.

Section 2. Duties and Authority. Cummings shall, and have the authority to, discharge those duties and responsibilities set forth in the City's job description for the Chief of Police, the El Segundo Municipal Code, and other applicable federal, state, and Local laws and regulations; and fulfill such other duties and responsibilities that are assigned to him from time by time by the City Manager. Additionally, Cummings shall coordinate with the City Manager by January 1, 2010 an acceptable transition plan with regard to the anticipated filling of the Chief of Police position beginning April 19, 2010.

Section 3. Hours and Compensation. During his employment, Cummings shall devote such, time, interest and effort to the performance of this Agreement as is necessary to duly carry out his duties as Chief of Police. It is expected that Cummings shall devote an average of 36 hours per week to the performance of his duties. In no event, shall Cummings work or be compensated for more than 960 hours during the period of October 17, 2009 through April 18, 2010. Cummings shall be paid at the rate

of $ 111 per hour, payable in bi-weekly payments (at the same time that City employees are regularly paid) which shall be subject to all applicable federal, state and local payroll withholdings and deductions. Cummings shall record all of his hours on a daily basis and transmit such records to the Finance Department on a weekly basis. Cummings's attendance at conferences and seminars that are normal and customary for chiefs of police, and which are approved in advance by the City Manager, shall be deemed working hours for purposes of this Agreement.

Section 4. Benefits. Cummings shall not receive any benefits, including but not limited to medical, dental, sick leave, vacation time, etc., that are generally available to other City employees. However, Cummings shall be entitled to take up to 100 hours of time off, for the period of October 17, 2009 through April 18, 2010, as personal time to be utilized for whatever reason he chooses and submit such hours for payment as part of the 960 hours that he may compensated for during the six month period.

Section 5. Vehicle Use. During the term of this Agreement, the City shall provide Cummings with use of a City vehicle consistent with the terms and conditions under which the City ordinarily provides the Chief of Police with use of a City Vehicle.

Section 6. Expense Reimbursement. During the term of this Agreement, City shall reimburse Cummings for reasonable business expenses, including travel, parking, business meetings and professional dues associated with maintaining membership in law enforcement related professional organizations pursuant to the applicable provisions of El Segundo Municipal Code and City administrative policies.

Section 7. Indemnification by City. In accordance with the California Government Code, the City shall defend, hold harmless and indemnify Cummings against any claim or legal action arising out of any alleged act or omission occurring within the scope of Cummings's employment as Chief of Police, except any action that may be brought by PERS as set forth in Section 8.

Section 8. PERS Benefits. At the time this Agreement is entered into, Government Code Section 21224 allows a PERS retiree to perform contractual employee services under certain circumstances for up to a total of 960 hours in any PERS fiscal year for all PERS contracting employers without being reinstated from retirement, and without loss or interruption of PERS retirement benefits. However, it is agreed and acknowledged by the parties that in making this Agreement available to Cummings, neither the City nor any of its elected or appointed officials, officers, employees or agents assures, represents, or guarantees that performance of the contracted-for services is in accordance with these certain circumstances and will have no impact upon Cummings's PERS' retirement benefits. If a controversy arises between Cummings and PERS regarding the impact of this Agreement and the services provided for herein upon the nature of PERS retirement benefits, the City shall have no obligation to intervene in or defend or prosecute such dispute notwithstanding the indemnification set forth in Section 7 of this Agreement. Accordingly, it is recommended by the City that prior to entering into this Agreement, Cummings first bring it to the attention of PERS and that Cummings

thereby personally determine, what, if any, impact this Agreement and the performance of the services set forth herein, will or may have upon the employee's PERS' retirement benefits. Additionally, it is recommended that Cummings consult with his own legal counsel regarding the terms and conditions of this Agreement, including this Section 8 of this Agreement. Cummings hereby releases and holds harmless the City and its officials, officers, employees and agents from and against any and all actions (including imposition of costs, fines and penalties) that PERS may impose against Cummings arising from or relating to this Agreement. This provision shall survive the termination of this Agreement.

Section 9. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California and the Los Angeles County Superior Court shall be the venue for legal disputes arising out of or relating to this Agreement.

Section 10. Joint Drafting. This Agreement shall be interpreted as though it was prepared by both the City and Cummings.

Section 11. Entire Agreement. This Agreement reflects the entire understanding of the City and Cummings with regard to Cummings's contractual employment with the City and supersedes all prior written and oral understanding and agreements with respect thereto. This Agreement can only be amended in a writing signed by the City and Cummings.

Section 12. Severability. Should any provision of this Agreement be deemed by a court of competent jurisdiction to be invalid or unenforceable such shall not effect the validity or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF EL SEGUNDO   DAVID CUMMINGS

[Signature of Jack Wayt]   [Signature of David Cummings]
_____   _____

Jack Wayt, City Manager   David Cummings

ATTEST:

[Signature of Cathy Domann]
_____

Cindy Mortesen, City Clerk

APPROVED AS TO FORM:

[Signature of Mark D. Hensley]

_____

Mark D. Hensley, City Attorney