

RESOLUTION NO. 2093

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF AN INTERIM CHIEF
 OF POLICE EMPLOYMENT AGREEMENT WITH
 ROBERT PRICE


BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Clerk be, and they are hereby, authorized and directed for and in behalf of said City to execute and deliver an Interim Chief of Police Employment Agreement with ROBERT PRICE in the form of the document hereunto attached, marked "Exhibit A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 9th day of July, 1991, by the following vote:

AYES, and in favor thereof, Councilmembers: Fabian Barrera, Ben Jimenez, Jr., Fred Ledesma, Mayor Pro Tem John Holguin, Mayor Joe Ledesma
 NOES, Councilmembers. None
 ABSENT, Councilmember: None


 MAYOR OF THE CITY OF SOLEDAD

ATTEST


 CITY CLERK OF THE CITY OF SOLEDAD

INTERIM CHIEF OF POLICE EMPLOYMENT AGREEMENT

THIS AGREEMENT is made by and between the CITY OF SOLEDAD, a municipal corporation, hereinafter called "CITY," and ROBERT PRICE, hereinafter variously referred to as "PRICE" and "Interim Chief of Police" or "Interim Chief," as follows:

1. Employment. CITY hereby employs PRICE as Interim Chief of Police, and PRICE hereby accepts said employment upon the terms and conditions hereinafter set forth.

2. Term. The term of this agreement shall commence on July 15, 1991, and shall continue until such time as CITY has appointed a permanent Chief of Police, and the permanent Chief has assumed his duties as such, but shall not be for a term of less than thirty (30) days, except as set forth in paragraph 6.

3. Duties. During the term of this agreement the Soledad Police Department shall be under the control of the Interim Chief of Police, who shall be in charge of law enforcement for the City of Soledad. The Interim Chief shall be under the direction of the City Manager. The Interim Chief's duties shall include managing the Police Department, formulating and implementing department policy, and, where appropriate, making recommendations to the City Manager with

respect to the hiring, firing and discipline of police personnel, establishing procedures to be followed by the Police Department, and performing such other and further duties as may from time to time be assigned by the City Manager, and/or imposed by City Ordinance or state law.

4. Salary. For all services to be rendered by PRICE under this agreement, CITY shall pay to PRICE a salary of Four Thousand Two Hundred Dollars (\$4,200.00) per month, payable, in arrears, in equal semi-monthly installments. None of the other employment benefits that are usual and customary for employees of the City of Soledad (for example, health insurance and retirement benefits) shall be provided by CITY, but workers' compensation insurance coverage will be provided through the Monterey Bay Insurance Fund.

5. Extent of Services. PRICE shall devote his full time, attention and energies to his duties hereunder, and while so employed, shall not be engaged in any other business activity whatsoever, provided, however, that nothing in this paragraph shall be construed to prevent PRICE from making business investments which will not require any services on his part.

6. Termination. This agreement may be terminated as set forth in paragraph 2 above, and in addition, may be terminated in any one of the following ways: (a) by mutual agreement of the parties hereto, expressed in writing; or

(b) by PRICE upon giving to CITY not less than thirty (30) days' prior written notice of his election to terminate; or
 (c) by CITY for cause arising from a willful breach of duty or habitual neglect of duty by PRICE, by PRICE's conviction of a crime involving moral turpitude, or for any conduct by PRICE which makes it impossible or impracticable for him to perform his duties hereunder, or that seriously impedes operations of the Police Department of the City of Soledad.

IN WITNESS WHEREOF, the said parties have executed this agreement in duplicate as of the 9th day of July, 1991.

CITY OF SOLEDAD

By Joe O. Ledesma
 Mayor

Robert Price
 Robert Price

ATTEST:

[Signature]
 City Clerk