

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND THERESA ST PETER**

THIS AGREEMENT is entered into this 7th day of February, 2023, between the City of Huntington Beach, a Charter City and California municipal corporation, ("City,") and Theresa St Peter, ("St Peter.")

RECITALS

The City Manager may, appoint an Interim Director of Human Resources to assist the City, at such salaries or compensation as the Council may by ordinance or resolution prescribe; and

The City desires to temporarily employ the services of St Peter as an Interim Director of Human Resources of the City of Huntington Beach; and

It is the desire of the City to provide certain compensation, establish certain conditions of employment, and to set working conditions of St Peter; and

It is the desire of the City to:

(1) Secure and retain the services of St Peter on a temporary basis as set forth herein, and to provide inducement for her to remain in such employment; and

(2) To provide a means for terminating St Peter's service at such time as she may be unable fully to discharge her duties, the law requires, or when City may otherwise desire to terminate her employ; and

By entering this Agreement, St Peter desires to accept employment as an Interim Director of Human Resources of the City.

NOW, THEREFORE, in consideration of the mutual covenants here contained, the parties agree as follows:

SECTION 1. DUTIES. City agrees to employ St Peter as an Interim Director of Human Resources of the City to perform the functions and duties of that office including under City Manager's direction, generally providing department management and oversight as further set forth in the Class Specification of Director of Human Resources attached hereto as **Exhibit "A,"** the Municipal Code of the City of Huntington Beach and the City Charter, and to perform other legally permissible duties and functions as Director of Human Resources as the City Manager shall from time to time assign. St Peter shall devote her full attention and effort to the office and perform the mentioned duties and functions in a professional manner.

SECTION 2. STATUS AND TERM.

(a) St Peter shall serve for a definite term for no longer than one year commencing February 13, 2023, and ending on the on the pay period end date immediately preceding the beginning of the pay period of the permanent appointment, or by not later than February 13, 2024 (Temporary Basis). Notwithstanding the Term of Employment, St Peter shall serve at the pleasure of the City Manager and shall be considered an at-will employee of the City in the capacity of retired annuitant, in compliance with all requirements and limitations as listed in Government Code Sections 7522.56 and 21221(h), and any other relevant provisions of law, commencing upon execution of this agreement, and not to exceed a term of one (1) year. St Peter's total work hours from the effective date of this Agreement through February 13, 2024, shall not exceed nine hundred sixty (960) hours per fiscal year, unless mutually agreed-to by the City Manager and St Peter.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the employment of St Peter at any time.

(c) St Peter may resign at any time from her position with the City as provided herein.

The term "employed" (and derivations of that term as used in the preceding paragraph) shall include employment by another legal entity or self-employment. However, shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on St Peter's time off, and with the advance approval of the City Manager.

SECTION 3. SALARY. City agrees to pay St Peter for her services rendered pursuant to this Agreement at Non-Associated Range NA0269, at \$108.03 per hour (hourly salary), of the City's classification and compensation plan or resolutions or ordinances from time-to-time enacted that govern such compensation for the position of Director of Human Resources.

SECTION 4. OTHER BENEFITS. St Peter shall receive no benefits other than her hourly salary.

SECTION 5. TERMINATION.

(a) The City Manager may terminate the employment of St Peter at any time without advance notice, without just cause, and without payment of severance.

(b) In the event St Peter voluntarily resigns, St Peter shall give the City seven (7) calendar days written notice prior to the last workday, unless the City Manager and St Peter otherwise agree.

(c) It is understood that after notice of termination in any form, St Peter and the City will cooperate to provide for an orderly transition.

SECTION 6. FINANCIAL DISCLOSURE.

(a) St Peter shall follow all State laws including the Political Reform Act. In furtherance thereof, St Peter shall report to the City any ownership interest in real property within the County of Orange, excluding personal residence. Such reporting shall be made in writing by St Peter to the City within ten (10) calendar days of the execution of this Agreement and, further, within ten (10) calendar days of acquisition of that interest in real property. Additionally, St Peter shall report in writing to the City any financial interest greater than Ten Thousand Dollars (\$10,000) in value in a firm doing work for the City or from whom the City intends to make a purchase immediately upon receipt of notice by St Peter of the intended work or purchase.

(b) In addition, St Peter shall annually complete and file a Form 700 Statement of Economic Interest with the City Clerk.

SECTION 7. INDEMNIFICATION. City shall defend and indemnify St Peter any action, including but not limited to any: tort, professional liability claim or demand, or other noncriminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of St Peter's duties as an employee or officer of City, other than an action brought by City against St Peter, or an action filed against City by St Peter. In addition, the City shall reimburse St Peter documented reasonable expenses for the travel, lodging, meals, of St Peter should St Peter be subject to such, should an action be pending after termination of St Peter. City shall be responsible for and have authority to compromise and settle any action, with prior consultation with St Peter, and pay the amount of any settlement or judgment rendered on that action. St Peter shall cooperate fully with City in the settlement, compromise, preparation of the defense, or trial of any such action.

SECTION 8. GENERAL PROVISIONS.

(a) The text herein, including recitals, shall constitute the entire Agreement between the parties.

(b) This Agreement shall become effective upon execution of this agreement.

(c) If any provision, or any portion of any provision, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or any portion of it, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(d) No amendment of this Agreement shall be effective unless in writing and signed by both parties here.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed on its behalf by City Council, and St Peter has signed and executed this Agreement, both in duplicate, the day and year first above written.

THERESA ST. PETER

APPROVED AS TO FORM:

City Manager

City Attorney 