

REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: Honorable Mayor and City Council Members

SUBMITTED BY: Oliver Chi, City Manager

PREPARED BY: Oliver Chi, City Manager

Subject:

..title

Adopt Resolution No. 2020-82 A Resolution of the City of Huntington Beach Appointing an Interim Police Chief and Approving the Employment Agreement

..body

Statement of Issue:

The City is preparing to launch a nationwide recruitment to fill the Police Chief vacancy created by the retirement of the former Police Chief on October 16, 2020. Following City Council consideration of the potential Interim Police Chief candidates in tonight's Closed Session meeting, the recommended candidate will be appointed as Interim Police Chief until the recruitment process concludes.

Financial Impact:

No additional appropriation is requested. Funding is included in the Fiscal Year 2020/21 and Fiscal Year 2021/22 budget.

Recommended Action:

..recommendation

- A) Adopt Resolution No. 2020-82, "A Resolution of the City of Huntington Beach Appointing an Interim Police Chief;" and
- B) Approve and Authorize the Mayor to Execute the Employment Agreement

..end

Alternative Action(s):

Do not approve the recommended action and direct staff accordingly.

Analysis:

Police Chief Robert Handy retired from City service on October 16, 2020. The City Council has authorized City staff to begin conducting a nationwide recruitment to fill the position. Kelly Rodriguez is currently serving as the Acting Police Chief. To maintain the integrity of City service with respect to the City's overall police operations, it is recommended that the City Council approve an appointment to serve as the Interim Police Chief until the City concludes the national recruitment to fill the vacancy.

The adoption of Resolution No. 2020-82 and the execution of the employment agreement is required by CalPERS for employment of retired annuitants at the Department Head/Executive level pursuant to Government Code Section 21221(h).

The Human Resources Division of the Administrative Services Department is beginning the process of launching a national recruitment for the vacant Police Chief position. It is anticipated that the position will be filled by February / March 2021.

The hourly compensation for the position of Interim Police Chief will be between \$85.82 - \$106.31 with no City-provided benefits. The interim appointment is compliant with California Government Code Section 21221(h).

Environmental Status:

Not applicable.

Strategic Plan Goal:

Enhance and modernize public safety service delivery

Enhance and maintain high quality City services

Attachment(s):

1. Resolution No. 2020-82
2. Draft Employment Agreement

Resolution No. 2020-82

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF HUNTINGTON BEACH APPOINTING _____
AS INTERIM CHIEF OF POLICE

WHEREAS, California Government Code Section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, Pursuant to California Government Code Section 21221(h), the City Council of the City of Huntington Beach desires to appoint _____ as an Interim appointment retired annuitant to the vacant position of Police Chief for the City of Huntington Beach effective November 13, 2020; and

WHEREAS, Governor Gavin Newsom issued Executive Order N-25-20 on March 12, 2020, temporarily suspending work hour limitations for retired annuitants to expedite emergency response and recovery until the state of emergency is lifted to enhance California's ability to respond to COVID-19; and

WHEREAS, the City Council of the City of Huntington Beach, and _____ certify that _____ has not and will not receive a "Golden Handshake" or any other type of retirement-related incentive; and

WHEREAS, Pursuant to Government Code Section 21221(h), an appointment of a retiree to an interim position requires the public entity to conduct a recruitment for a permanent appointment; and

WHEREAS, the governing body has authorized the search for a permanent appointment of a Chief of Police on November 5, 2020, and

WHEREAS, Government Code Section 21221(h) allows for the appointment of an interim one time. Therefore the interim position will end on the pay period end date immediately preceding the beginning of the pay period of appointment of the permanent appointment, or not later than November 4, 2021, whichever occurs first; and

WHEREAS, the entire employment agreement, contract or appointment document between _____ and the City of Huntington Beach has been reviewed by City Council and is attached hereto; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum monthly base salary for this position is \$18,427.07 and the hourly equivalent is \$106.31; the minimum monthly base salary for this position is \$14,875.47 and the hourly equivalent is \$85.82; and

WHEREAS, the hourly rate paid to _____ will be \$ _____; and

WHEREAS, _____ has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Huntington Beach as follows:

1. The City Council of the City of Huntington Beach hereby certifies the nature of the employment of _____ as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Chief of Police for the City of Huntington Beach by November 5, 2020, because the City of Huntington Beach requires experienced operational oversight at the department head level of its Uniform, Investigations, Administrative Operations, Administrative Services, Professional Standards, Training, and Community Support operations, including the oversight of approximately 345 sworn and non-sworn personnel, and a \$80 million budget for Fiscal Year 2020/2021.
2. City Council further authorizes the search for a permanent Chief of Police.

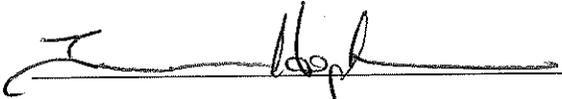
PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a special meeting thereof held on the 5th day of November, 2020.

REVIEWED AND APPROVED

City Manager

Mayor

INITIATED AND APPROVED



Assistant City Manager

APPROVED AS TO FORM:

City Attorney *MJ*

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND _____**

THIS AGREEMENT is entered into this ____ day of _____, 2020, between the City of Huntington Beach, a California municipal corporation, subsequently called "City," and _____, subsequently called "_____."

RECITALS

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

The City desires to employ the services of _____ as an Interim Police Chief 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 _____; and

It is the desire of the City to:

(1) Secure and retain the services of _____ and to provide inducement for him to remain in such employment; and

(2) To provide a means for terminating _____'s service at such time as he may be unable fully to discharge his duties or when City may otherwise desire to terminate his employ; and

By entering this Agreement, he desires to accept employment as an Interim Police Chief 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 _____ as an Interim Police Chief of the City to perform the functions and duties of that office including under City Manager direction, providing management oversight in directing the activities and operations of the City as further set forth in the Class Specification of Police Chief 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 Police Chief as the City Manager shall from time to time

assign. _____ shall devote his full attention and effort to the office and perform the mentioned duties and functions in a professional manner.

SECTION 2. STATUS AND TERM.

(a) _____ shall serve for a definite term at the pleasure of the City Manager and shall be considered an at-will employee of the City in the capacity of retired annuitant, commencing upon execution of this agreement, and not to exceed a term of one (1) year.

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

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of _____ to resign at any time from his position with the City.

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 _____'s time off, and with the advance approval of the City Manager.

SECTION 3. SALARY. City agrees to pay _____ for his services rendered pursuant to this Agreement at Non-Associated Range NA0011, \$85.82-106.31 per hour, 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 Police Chief.

SECTION 4. OTHER BENEFITS.

(a) _____ shall receive no benefits other than his hourly salary.

SECTION 5. TERMINATION.

(a) The City Manager may terminate the employment of _____ at any time without advance notice, without just cause, and without payment of severance for;

- (i) a willful breach of this Agreement or the willful and repeated neglect by last name to perform duties that he is required to perform;
- (ii) conviction of any criminal act relating to employment with City;
- (iii) conviction of a felony.

(c) Subsequently, the decision of the City Manager as to whether reasons set forth in Section (a)(i-iii) exist or do not exist shall be final as between the parties.

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

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

SECTION 6. FINANCIAL DISCLOSURE.

(a) _____ shall report to the City any ownership interest in real property within the County of Orange, excluding personal residence. Also, _____ shall report 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 which the City intends to make a purchase. Such reporting shall be made in writing by _____ 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, _____ 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 notice of the intended work or purchase.

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

SECTION 7. INDEMNIFICATION. City shall defend and indemnify _____ 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 _____'s duties as an employee or officer of City, other than an action brought by City against _____, or an action filed against City by _____. In addition, the City shall reimburse _____ documented reasonable expenses for the travel, lodging, meals, of _____ should _____ be subject to such, should an action be pending after termination of _____. City shall be responsible for and have authority to compromise and settle any action, with prior consultation with _____, and pay the amount of any settlement or judgment rendered on that action. _____ 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 _____ has signed and executed this Agreement, both in duplicate, the day and year first above written.

_____: CITY OF HUNTINGTON BEACH

Mayor

APPROVED AS TO FORM:

City Manager

City Attorney

**CITY OF HUNTINGTON BEACH
CLASS SPECIFICATION**



TITLE: POLICE CHIEF

DATE: SEPTEMBER, 1975

**JOB CODE: 0011
EMPLOYMENT STATUS: REGULAR FULL-TIME
UNIT REPRESENTATION: NON-ASSOCIATED
FLSA STATUS: EXEMPT**

DUTIES SUMMARY

To administer and direct all operations and activities of the Police Department designed to prevent and repress crime, to recover property, and to regulate non-criminal conduct.

DISTINGUISHING CHARACTERISTICS

EXAMPLES OF ESSENTIAL DUTIES

Administers all operations, activities, and policies of the Police Department; oversees the planning, organization, coordination, direction and controlling of all departmental procedures, policies, and functions; determines departmental policies, advises Captains regarding major policy procedures and provides for policy implementation; establishes departmental goals and objectives based upon the needs of the community and the capabilities of the department; attends and participates in various meetings related to public safety enforcement and problems; reviews, coordinates and approves all departmental plans in order to assure consistency with departmental policies, goals, and objectives; inspects or provides for the inspection of all police personnel in order to insure proper discipline is maintained; oversees the preparation of the budget and approves the final product; provides for the development of in-service training programs for all department personnel; advises and assists police officers in non-routine investigations and personally participates in the more difficult police problems; performs other duties as assigned by the City Administrator.

The preceding duties have been provided as examples of the essential types of work performed by positions within this job classification. The City, at its discretion, may add, modify, change or rescind work assignments as needed.

MINIMUM QUALIFICATIONS

Any combination of education, training, and experience that would likely provide the knowledge, skills, and abilities to successfully perform in the position is qualifying. A typical combination includes:

CITY OF HUNTINGTON BEACH
CLASS SPECIFICATION



TITLE: POLICE CHIEF

DATE: SEPTEMBER, 1975

Knowledge of: Extensive knowledge of the principles and practices of modern police administration and police methods.

Ability to: Ability to plan, organize, and direct the work of a large number of subordinates performing varied operations connected with police activities; ability to plan, initiate, and carry out long-term programs in police department administration, employee training, and law enforcement.

Education: Graduation from a college or university with a major in Police Science, Criminology, Public Administration, Law, or a related field; or any combination of training and experience which provides the required knowledges, skills, and abilities.

Experience: Eight (8) years of experience in law enforcement including two (2) years of experience at the level of Captain or higher.

Certification: Valid California drivers license.