

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND JENNIFER VILLASENOR**

THIS AGREEMENT is entered into this ____ day of _____, 2018, between the City of Huntington Beach, a California municipal corporation, subsequently called "City," and Jennifer Villaseñor, subsequently called "Villaseñor."

RECITALS

The City Manager may, subject to the approval of the City Council, appoint a Deputy Director of Community Development to assist the City, at such salaries or compensation as the Council may by ordinance or resolution prescribe; and

The City, through the City Manager, desires to employ the services of Villaseñor as a Deputy Director of Community Development of the City of Huntington Beach; and

It is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of Villaseñor; and

It is the desire of the City to:

- (1) Secure and retain the services of Villaseñor and to provide inducement for her to remain in such employment; and
- (2) To provide a means for terminating Villaseñor's service at such time as she may be unable fully to discharge her duties due to disability or when City may otherwise desire to terminate her employ; and

By entering this Agreement, Villaseñor is giving up valuable property rights acquired by virtue of being in the civil service system. However, by virtue of benefits guaranteed herein she desires to accept employment as a Deputy Director of Community Development 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 Villasenor as a Deputy Director of Community Development of the City to perform the functions and duties of that office as set forth in the Class Specification 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 Deputy Director of Community Development as the Director of Community Development shall from time to time assign. Villasenor 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) Villasenor shall serve for an indefinite term at the pleasure of the City Manager and shall be considered an at-will employee of the City, commencing upon adoption of the Amended Ordinance creating the position of Deputy Director of Community Development.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the employment of Villasenor at any time, subject only to the provisions set forth in Section 6, paragraphs (a), (b) and (c) of the Agreement.

(c) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Villasenor to resign at any time from her position with the City, subject only to the provisions set forth in Section 6, paragraph (d), of the Agreement.

(d) Villasenor agrees to remain in the exclusive employ of City for an indefinite period and shall neither accept other employment or become employed by any other employer without the prior written approval of the City Manager until notice of resignation is given.

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

SECTION 3. SALARY. City agrees to pay Villasenor for her services rendered pursuant to this Agreement at Range NA 0840, Step C 74.07 per hour/\$154,066 annually, 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 Deputy Director of Community Development. Villasenor shall receive the same salary adjustments and/or benefits conferred, if any, in the future to other employees as governed by the Non-Associated Resolution then in effect.

SECTION 4. OTHER BENEFITS.

(a) In addition to the foregoing benefits, Villasenor shall also receive all such other benefits that are generally applicable to Non-Associated Employees as set forth in Huntington Beach City Council Resolution No. 2016-50 a copy of which is attached hereto as **Exhibit "B"** and incorporated by the reference as though fully set forth herein. The benefits provided to Villasenor pursuant to this section may be modified by City from time to time, upon enactment of a successor resolution or ordinance that govern such benefits.

(b) Villasenor will be credited with those hours of General Leave previously accrued in her civil servant position. Thereafter, Villasenor shall accrue General Leave in accordance with the General Leave accrual provisions applicable to Non-Associated Employees and Villasenor shall be credited 80 hours of Executive Leave on January 1 of each calendar year. Executive Leave must be used in the same calendar year it is credited; unused Executive Leave may not be carried forward to the next calendar year.

(c) Villasenor will remain enrolled in and will be entitled to the PERS Retirement Plan benefits received by the City's miscellaneous employees (non-public safety management employees), and such benefits will comply with all PERS regulations,

(d) By virtue of this Agreement, Villasenor will not be considered to have a break in service from the City of Huntington Beach.

SECTION 5. ADMINISTRATIVE LEAVE. The City Manager may place Villasenor on Administrative Leave with full pay and benefits at any time during the term of this Agreement.

SECTION 6. TERMINATION AND SEVERANCE PAY.

(a) Except as provided in subsection (b), in the event the City Manager terminates the employment of Villasenor, and during such time that Villasenor is willing and able to perform her duties under this Agreement, then City shall pay to Villasenor a severance payment equal to salary

payments which Villasenor would have been receiving over a ninety (90) day period at Villasenor's current rate of pay in effect on the day prior to the date of termination. In addition, for the lesser of ninety (90) calendar days after the date of termination or the time Villasenor secures health and medical insurance through attainment of comparable employment, City shall maintain and pay for health, medical, disability, the continuation of retirement benefits and life insurance in such amounts and on such terms as have been received by Villasenor and Villasenor's dependents at the time of such termination. However, no other or additional benefits shall accrue during the ninety (90) calendar-day period.

(b) Notwithstanding subsection (a) above, the following reasons shall constitute grounds to terminate the employment of Villasenor without severance pay or the remedies outlined above:

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

(c) Prior to the time that the City Manager terminates Villasenor without severance pay for any of the reasons set forth above, and only in that case, the City Manager shall provide Villasenor with written notice of proposed termination which contains the reason and factual basis for such action. Within ten days of such notice, Villasenor may request an opportunity to respond to the reasons and factual basis provided by the City Manager. If such a request to respond is made, the City Manager shall conduct a meeting, which may be informal in nature, at which Villasenor may respond to the notice of proposed termination. At such meeting, Villasenor may be represented by an attorney of her choice and present evidence or information relevant to the reasons and factual basis set forth in the notice of proposed termination. Subsequently, the decision of the City Manager as to whether reasons set forth in Section (b)(i) exist or do not exist shall be final as between the parties.

(d) In the event, City at any time during the term of this Agreement, reduces the salary of Villasenor from its then current year level, except as part of an across-the-board reduction for all Non-Associated Employees of City, or in the event City refuses, following written notice, to extend to Villasenor any non-salary benefit customarily available to all Non-Associated Employees, or in the event Villasenor resigns following a suggestion, whether formal or informal,

by the City Manager that she resign, then, in those events, Villasenor may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to extend or such suggestion of resignation within the meaning and context of the severance pay provision in paragraph (a) above; provided that such option to be deemed terminated must be exercised by written notice from Villasenor to the City Manager within ten (10) working days of notification of such reduction, refusal to extend, or suggestion of resignation. In that event, the severance payment shall be calculated from the date Villasenor exercises the option to be deemed terminated.

(e) In the event Villasenor voluntarily resigns her position, Villasenor shall give City written notice at least thirty (30) days prior to the last workday, unless the City Manager and Villasenor otherwise agree. Unless there is Agreement to the contrary, if Villasenor fails to provide such notice to the City Manager, any right to accrued benefits for General Leave shall terminate.

(f) It is understood that after notice of termination in any form, Villasenor and City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation Agreement.

SECTION 7. PERFORMANCE EVALUATION. The Director of Community Development shall review and evaluate in writing the performance of Villasenor at least once annually with the first performance review occurring within the initial six (6) months of employment. That review and evaluation shall be in accordance with specific criteria developed in consultation with Villasenor and the Director of Community Development. Those criteria may be added to or deleted from as the Director of Community Development may from time to time determine, in consultation with Villasenor.

SECTION 8. PROFESSIONAL DEVELOPMENT. City agrees to budget and pay for Villasenor's professional memberships as normally accorded to City Professional Planners. Villasenor shall also receive paid leave, plus registration, travel and reasonable expenses for short courses, conferences and seminars that are necessary for her personal development and, in the judgment of the City Manager, for the good of the City, and subject to budget limitations and to established travel policies and procedures.

SECTION 9. FINANCIAL DISCLOSURE.

(a) Villasenor shall report to the City Manager any ownership interest in real property within the County of Orange, excluding personal residence. Also, Villasenor shall report to the City Manager any financial interest greater than Ten Thousand Dollars (\$10,000) in value in a firm doing work for City or from which City intends to make a purchase. Such reporting shall be made in writing by Villasenor to the City Manager 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, Villasenor shall report in writing to the City Manager any financial interest greater than Ten Thousand Dollars (\$10,000) in value in a firm doing work for City or from whom City intends to make a purchase immediately upon notice of the intended work or purchase.

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

SECTION 10. INDEMNIFICATION. City shall defend and indemnify Villasenor against 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 Villasenor's duties as an employee or officer of City, other than an action brought by City against Villasenor, or an action filed against City by Villasenor. In addition, City shall pay the reasonable expenses for the travel, lodging, meals, and lost worktime of Villasenor should Villasenor be subject to such, should an action be pending after termination of Villasenor. City shall be responsible for and have authority to compromise and settle any action, with prior consultation with Villasenor, and pay the amount of any settlement or judgment rendered on that action. Villasenor shall cooperate fully with City in the settlement, compromise, preparation of the defense, or trial of any such action.

SECTION 11. GENERAL PROVISIONS.

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

(b) This Agreement shall become effective commencing upon adoption of the Amended Ordinance creating the position of Deputy Director of Community Development.

(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 its City Manager, and Villasenor has signed and executed this Agreement, both in duplicate, the day and year first above written.

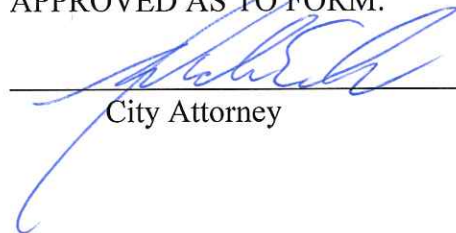
JENNIFER VILLASENOR:



CITY OF HUNTINGTON BEACH

City Manager

APPROVED AS TO FORM:



City Attorney