

RESOLUTION NO. 2024-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH
APPOINTING DANIELLE TELLEZ AS INTERIM DIRECTOR OF HUMAN RESOURCES

WHEREAS, 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, the City Council of the City of Huntington Beach desires to appoint Danielle Tellez as an Interim appointment retired annuitant to the vacant position of Director of Human Resources for the City of Huntington Beach under Government Code Section 21221(h), effective January 17, 2024; and

WHEREAS, an appointment under Government Code Section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the governing body has authorized the search for a permanent appointment on February 6, 2023, and

WHEREAS, this Government Code Section 21221(h) appointment shall only be made once and therefore will end on the pay period end date immediately preceding the beginning of the pay period of the permanent appointment, or by not later than January 16, 2025, whichever is earlier; and

WHEREAS, the entire employment agreement, contract or appointment document between Danielle Tellez and the City of Huntington Beach has been reviewed by this body and is attached herein; 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

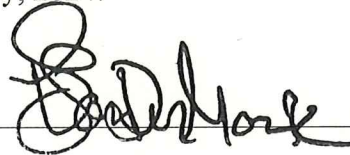
WHEREAS, the maximum monthly base salary for this position is \$18,724.84 and the hourly equivalent is \$108.03; the minimum monthly base salary for this position is \$13,972.13 and the hourly equivalent is \$80.61; and

WHEREAS, the hourly rate paid to Danielle Tellez will be \$108.03 and

WHEREAS, Danielle Tellez 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

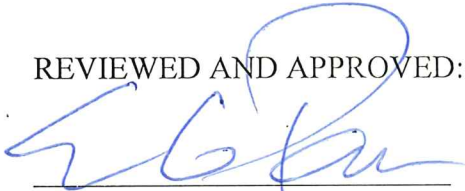
NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Huntington Beach hereby certifies the nature of the employment of Danielle Tellez as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Director of Human Resources for the City of Huntington Beach by January 17, 2024, because the City of Huntington Beach requires experienced Human Resource oversight at the department head level for the Human Resources Department serving a full service organization consisting of eleven departments and approximately 1,500 full time and part time employees.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 16th day of January, 2024.



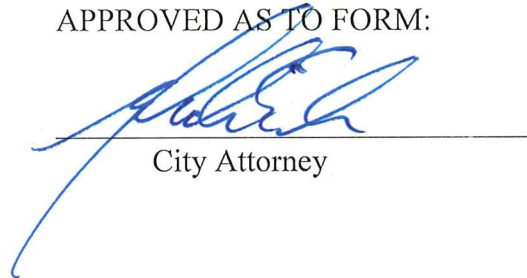
Mayor

REVIEWED AND APPROVED:



Interim City Manager

APPROVED AS TO FORM:



City Attorney

CCY

INITIATED AND APPROVED:



Interim Human Resources Director

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND DANIELLE TELLEZ**

THIS AGREEMENT is entered into this 16th day of January, 2024, between the City of Huntington Beach, a Charter City and California municipal corporation, ("City,") and Danielle Tellez, ("Tellez").

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 Tellez 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 Tellez; and

It is the desire of the City to:

(1) Secure and retain the services of Tellez 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 Tellez'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, Tellez 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 Tellez 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. Tellez 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) Tellez shall serve for a definite term for no longer than one year commencing January 17, 2024, and ending on the pay period end date immediately preceding the beginning of the pay period of the permanent appointment, or by not later than January 16, 2025 (Temporary Basis). Notwithstanding the Term of Employment, Tellez 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. Tellez's total work hours from the effective date of this Agreement through January 16, 2025, shall not exceed nine hundred sixty (960) hours per fiscal year, unless mutually agreed to by the City Manager and Tellez.

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

(c) Tellez 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 Tellez's time off, and with the advance approval of the City Manager.

SECTION 3. SALARY. City agrees to pay Tellez 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. Tellez shall receive no benefits other than her hourly salary.

SECTION 5. TERMINATION.

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

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

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

SECTION 6. FINANCIAL DISCLOSURE.

(a) Tellez shall follow all State laws including the Political Reform Act. In furtherance thereof, Tellez 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 Tellez 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, Tellez 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 Tellez of the intended work or purchase.

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

SECTION 7. INDEMNIFICATION. City shall defend and indemnify Tellez in 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 Tellez's duties as an employee or officer of City, other than an action brought by City against Tellez, or an action filed against City by Tellez. In addition, the City shall reimburse Tellez documented reasonable expenses for the travel, lodging, meals, of Tellez should Tellez be subject to such, should an action be pending after termination of Tellez. City shall be responsible for and have authority to compromise and settle any action, with prior consultation with Tellez, and pay the amount of any settlement or judgment rendered on that action. Tellez shall cooperate fully with City in the settlement, compromise, preparation of the defense, or trial of any such action.

SECTION 8. GENERAL PROVISIONS.

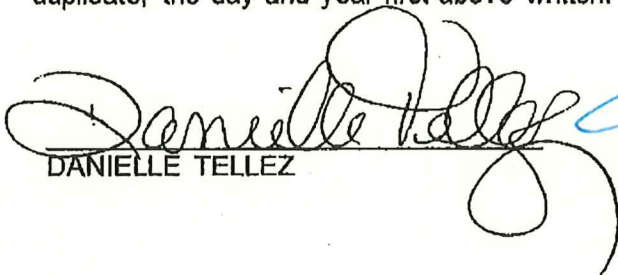
(a) The text herein, including recitals, shall constitute the entire Agreement between the parties.

(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.

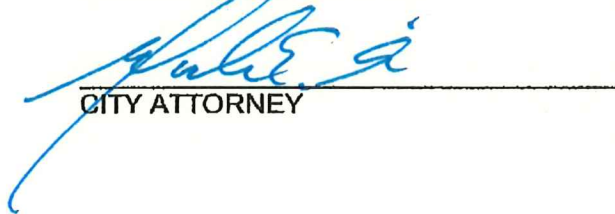
(d) No amendment of this Agreement shall be effective unless in writing and signed by both parties here.

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


DANIELLE TELLEZ


CITY MANAGER

APPROVED AS TO FORM:


CITY ATTORNEY

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, ROBIN ESTANISLAU, the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at a **Regular** meeting thereof held on **January 16, 2024** by the following vote:

AYES: Moser, Bolton, Burns, Van Der Mark, Strickland, McKeon, Kalmick
NOES: None
ABSENT: None
RECUSE: None



City Clerk and ex-officio Clerk of the
City Council of the City of
Huntington Beach, California