

DIRECTOR OF HUMAN RESOURCES EMPLOYMENT AGREEMENT

This Director of Human Resources Employment Agreement (“Agreement”) is made, entered into, and to be effective September 6, 2022 (“Effective Date”), by and between the City of Placentia, a Charter City and municipal corporation (“City”) and Alice Burnett, (“Employee”) an individual who has education, training, and experience in public management both of whom agree as follows:

RECITALS

A. WHEREAS, in order to ensure that its governmental responsibilities are met at all times, the City must attract and retain management personnel who exhibit the highest degree of knowledge, experience, technical ability, professionalism, and leadership qualities

B. WHEREAS, in order to attract and retain in its employment a Director of Human Resources who possesses those qualities and experience necessary to fulfill the City’s immediate and long-term objectives, the City Administrator, on behalf of the City, has determined that it is advisable to enter into this employment agreement with Employee.

C. WHEREAS, it is the desire of the City to obtain the services of Employee and to provide certain benefits, establish conditions of employment with City; and

D. WHEREAS, it is the desire of the City and Employee to enter into this Employment Agreement concerning the terms and conditions of Employee’s employment as the Director of Human Resources.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Term. The term of this Agreement shall commence on September 6, 2022 and shall remain in full force and effect up through the date of termination of Employee, unless it is earlier terminated or amended as provided herein. Employee is employed in an “at-will” capacity, serving at the pleasure of the City Administrator. Either the City Administrator or Employee may terminate this Agreement at any time with or without cause, and in their sole discretion, as provided in § 7. If a termination occurs pursuant to § 7(B), the severance provisions of § 9 shall apply. In the event of a termination for any other reason the severance provisions of § 9 shall not apply.

2. Duties and Obligations.

(A) Duties and Functions. City agrees to employ Employee as Director of Human Resources to perform the functions and duties specified in the Director of Human Resources job description, attached hereto as Exhibit “A,” incorporated herein by this reference, as well as the City Charter and Municipal Code, as each may be amended from time to time, and any applicable law, and such other legally permissible functions and duties, consistent with the office of Director of Human Resources, as the City Administrator may assign. The City may amend the Director of Human Resources job description at any time without Employee’s approval and without an amendment to this Agreement.

(B) Supervision by City Administrator. Employee shall be under the day-to-day supervision and direction of the City Administrator, shall be subject to any such other terms and conditions of employment as the City Administrator may from time to time impose so long as not inconsistent with the provisions of this Agreement or law, and shall be expected to attend all City Council meetings unless directed otherwise by the City Administrator.

3. Compensation. City agrees to pay Employee an annual salary in the amount of one hundred and forty-eight thousand eight hundred and forty-two dollars and twenty-one cents (\$148,842.21) payable in installments at the same time that other City management employees are paid.

4. Benefits.

(A). City agrees to provide and to pay the premiums for vision, dental, and comprehensive medical insurance for the Employee and their dependents in an amount equal to that which is provided to other City management and mid-management employees.

(B). City agrees to put into force and to make required premium payments for short- and long-term disability coverage for the Employee on the same terms available to all other City management and mid-management employees.

(C). The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician under the City's medical plan selected by the Employee, the co-pay cost of which shall be paid by City.

(D). City shall pay the amount of premium due for term life insurance in the amount equal to one-half the Employee's adjusted annual base salary and whole life insurance in the amount of one-half the Employee's adjusted annual base salary, including all increases in the annual base salary during the life of this Agreement. The Employee shall name the beneficiary or beneficiaries of the life insurance policies.

(E). City agrees to enroll Employee in the California Public Employees Retirement System ("CalPERS") in accordance with City's contract with CalPERS for **miscellaneous members** and shall make all appropriate Employer contributions on Employee's behalf. Employee understands and agrees that the Employee contribution to CalPERS shall be deducted from Employee's gross, and both the City and Employee contribution shall be made in accordance with the provisions of the City's contract with CalPERS.

(F). City further agrees to match Employee's contribution, dollar-for-dollar up to half of the normal annual deferral limit, up to the limits allowed by IRS regulations, to a qualified deferred compensation plan selected by Employee, including catch up provision up to \$27,000 if Employee is at least age 50 at any time during the 2022 calendar year.

(G). Employee shall receive educational incentive pay for her master's degree in the amount of six percent (6%) of her base pay. The pay shall be administered in the same manner as educational incentives currently provided to members of the City's mid-management bargaining unit.

5. Vacation, Holiday and Other Leave.

(A). Upon the Effective Date of this Agreement, Employee shall be credited with 77.538 hours of Alternative Health and Wellness Program (AHW). At the beginning of each fiscal year thereafter, Employee shall receive ninety-six (96) hours of AHW consistent with the terms of the City's AHW program. Additionally, Employee shall accrue Paid Time Off (PTO) leave at a rate of 6.46 hours per biweekly pay period.

(B). Upon the Effective Date of this Agreement, Employee shall be credited with 24.62 hours of Management Administrative Leave (MAL). Beginning the first day of January thereafter, employee shall be credited up to eighty (80) hours of MAL hours. In the event a higher number of MAL hours are awarded to the management group in a respective calendar year, this number would change to equal said amount. MAL may be used for leave purposes only and will have no cash value. In addition, MAL hours must be utilized in the calendar year credited, and any remaining balance may not be carried over to the next calendar year. The use of MAL time shall be at the discretion of the City Administrator.

(C). Employee shall be entitled to military reserve leave time pursuant to state and federal law and City policy.

6. Equipment and Allowances. City agrees to provide Employee \$100.00 per month as a telecommunications allowance. The telecommunications allowance shall not be reported as income for the purposes of contribution or payment by City or Employee to City's retirement plan.

7. Termination. For the purpose of this Agreement, termination of this Agreement and Employee's employment shall occur when:

(A). Employee resigns following the City Administrator's acceptance of the resignation, whether formal or informal. Employee shall provide City with a minimum of sixty (60) calendar days' notice prior to any voluntary resignation, unless the parties agree otherwise.

(B). City Administrator terminates this Agreement as authorized in § 1.

(C). This Agreement may be immediately terminated by the City Administrator for cause as provided below. After giving written notice to Employee that this Agreement is terminated for cause, the City shall have no obligation to continue the employment of Employee, or to provide further compensation or benefits. If the termination is for cause, no Severance under § 9 shall be required to be paid by City. For purposes of this Agreement, "cause" is defined to include any of the following:

- 1) Employee refusing or failing to carry out the duties of the Director of Human Resources as set forth in this Agreement or as required by law;
- 2) Repeated failure to carry out a directive or directives of the City Administrator;

- 3) Employee exhibits unfitness or unavailability to serve as the Director of Human Resources, unsatisfactory performance, misconduct, dishonesty, habitual neglect of duties or incompetence;
- 4) Employee's conviction of a felony;
- 5) Employee's conviction of a misdemeanor arising out of Employee's duties under this Agreement and involving a willful or intentional violation of law;
- 6) Employee being charged with, entering a guilty plea or a plea of nolo contendere to or being convicted of a crime involving moral turpitude or personal gain;
- 7) Employee's conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code section 53243.4;
- 8) Any grossly negligent action or inaction by Employee that materially and adversely: (i) impedes or disrupts the operations of the City or its organizational units; (ii) is detrimental to employees or public safety; or (iii) violates properly established rules or procedures of City; and
- 9) Breach of any material provision of this Agreement.

8. Termination Obligations. In the event of Employee's termination, retirement or voluntary resignation, Employee agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, agreements, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to City and shall be returned promptly to the City. Employee's obligations under this subsection shall survive the termination of this Agreement.

9. Severance. Severance shall be paid to the Employee if employment is terminated pursuant to § 7B and for no other reason. City shall provide a severance payment which is equal to four (4) months of Employee's hourly base salary. This severance shall be paid in a lump sum upon termination. Severance payments may not exceed the statutory limits in Government Code section 53260 et seq.

10. Government Code 53243.2. Pursuant to California Government Code 53243.2, if the Agreement is terminated, any cash settlement Employee may receive from the City related to the termination shall be fully reimbursed to City if the employee is convicted of a crime involving an abuse of her office or position.

11. Performance Evaluation. On an annual basis, the City Administrator, in writing shall review and evaluate Employee's performance and shall mutually define such goals and performance objectives which they determine necessary for the proper operation of the Human Resources Department in the attainment of the City Council's and City Administrator's policy objectives. Further, the Employee shall establish a relative priority among those various goals and objectives to be reduced to writing with a mutual expectation of Employee's achievement of those goals and

objectives within a mutually agreed upon timeframe. In the City Administrator's sole discretion, the performance of Employee may be reviewed on a more frequent basis.

12. Hours of Work. Employee shall devote his entire productive time, ability and attention to the business of the City during the term of this Agreement.

13. Outside Activities.

(A). During the term of this Agreement Employee shall be a full-time Director of Human Resources. Employee shall not engage in any other occupation, business, educational, professional or charitable activities that would conflict or materially interfere with Employee's performance of City duties.

(B). This Agreement shall not be interpreted to prohibit Employee from making personal investments or conducting private business affairs, if those activities are not deemed to be a conflict of interest under state law or would otherwise not be a violation of state or federal law or City's Municipal Code, and do not materially interfere with the services required under this Agreement.

14. Indemnification. Except for an act of misappropriation of public funds, or an indictment, the filing of an information, a plea of guilty or a plea of *nolo contendere* for a crime involving moral turpitude, City shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of her employment as Director of Human Resources, in accordance with the provisions of California Government Code § 825, applicable provisions of the California Tort Claims Act and other applicable law. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered there from.

15. Bond. City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

16. Notices. Any notices to be given hereunder by either party to the other in writing may be affected either by personal delivery or by mail. Mailed notices shall be addressed to the parties as set forth below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing:

CITY: City of Placentia
Attention: City Administrator
401 East Chapman Avenue
Placentia, CA 92870

EMPLOYEE: Alice Burnett
401 East Chapman Avenue
Placentia, CA 92870

17. Memberships and Conferences. City agrees to budget and pay for the annual base professional membership dues on behalf of Employee for membership in professional organizations related to human resources.

18. General Provisions.

(A). Integration. This Agreement sets forth and establishes the entire understanding between City and Employee relating to the employment of Employee by City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement.

(B). Binding Effect. This Agreement shall be binding on City and Employee as well as on their heirs, assigns, executors, personal representatives and successors in interest.

(C). Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

(D). Construction and Amendment. This Agreement shall be governed by the laws of the State of California. This Agreement may not be modified, altered, or amended except in writing and signed by the City Administrator and Employee.

(E). Enforcement. The prevailing party in any action brought to enforce this Agreement or resolve any dispute or controversy arising under the terms and conditions hereof shall be entitled to payment of reasonable attorneys' fees and costs.

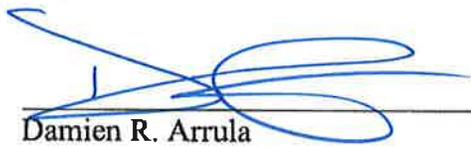
19. City's Policies and Procedures. The terms and conditions of Employee's employment shall be governed by City's personnel policies and procedures and City Charter, including, but not limited to conduct unbecoming of an employee, (i.e. while on duty or acting in his official capacity Employee shall make no derogatory statements of the City as well as its agents, officers, public officials, employees, and attorneys), to the extent not inconsistent with the provisions of this Agreement, the City's Charter, the City's Municipal Code or other applicable law. The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City's Charter, the City's Municipal Code or other applicable laws. In the event of any such inconsistency or conflict, the provisions of this Agreement shall govern.

20. Communications with Public Officials. City is a charter city governed by the council-administrator form of government. The City Administrator is charged with implementing the policies and decisions of the City Council, and with administering the day-to-day affairs of the City with the assistance of his/her staff. In order to ensure the City Administrator effectively implements the policies and decisions of the City Council, Employee is required to notify the City Administrator

whenever Employee has contacted and/or communicated with the Council and/or a Councilmember regarding City matters.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and duly executed on its behalf by its City Administrator, and duly attested by its City Clerk, and Employee has signed and executed this Agreement as of the date and year first above written.

City of Placentia



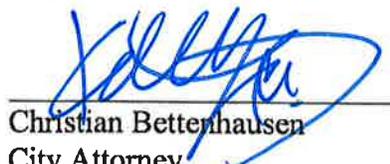
Damien R. Arrula
City Administrator

Attest:



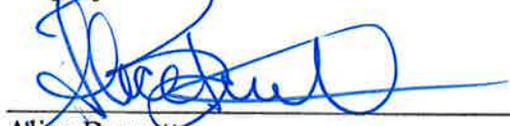
Robert McKinnell, City Clerk

Approved as to Form:



Christian Bettenhausen
City Attorney

Employee:



Alice Burnett

EXHIBIT A



City of

PLACENTIA

CALIFORNIA

Director of Human Resources

Recruitment Services Provided by
Ralph Andersen & Associates

About the City of Placentia

The City of Placentia is located in north Orange County, in the heart of Southern California, with Los Angeles County to the north and San Diego County to the south. Orange County is the third largest county in California, trailing only Los Angeles and San Diego counties, and represents 8% of the state's population. There are currently 34 cities within the County. The City consists of approximately 6.7 square miles of land area and serves a population of 52,000.

The City was founded in 1910 and incorporated in 1926. It was home to major citrus growing companies. Under the City Charter adopted in 1965, the City government is organized in the Council-Administrator form. The City Council includes five (5) members, each of whom is elected at-large to overlapping four-year terms. In 2018, the City was divided into five districts with two of the districts electing a Councilmember in November. In November 2020, the three remaining districts elected their Councilmembers. The City Council annually selects a Mayor and Mayor Pro Tem for one-year term. The City Council serves as the legislative and policy-making body of the City government. The City Council appoints a City Administrator and a City Attorney. The City Administrator is the City's chief executive officer and appoints all other City staff. The City Administrator is responsible for daily administration of the City government and provides overall direction to all City departments. The City Clerk and City Treasurer are separately elected by voters.

The City provides a full range of municipal services including police, fire, maintenance of streets and parks, community development (e.g., building, planning, code compliance), recreational and cultural activities, economic development, and administrative services (e.g., personnel, finance, information services). Waste management collection is franchised to a private company, Republic Services.

Mission Statement

The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services, and policies that promote the highest standards of community life.

Vision Statement

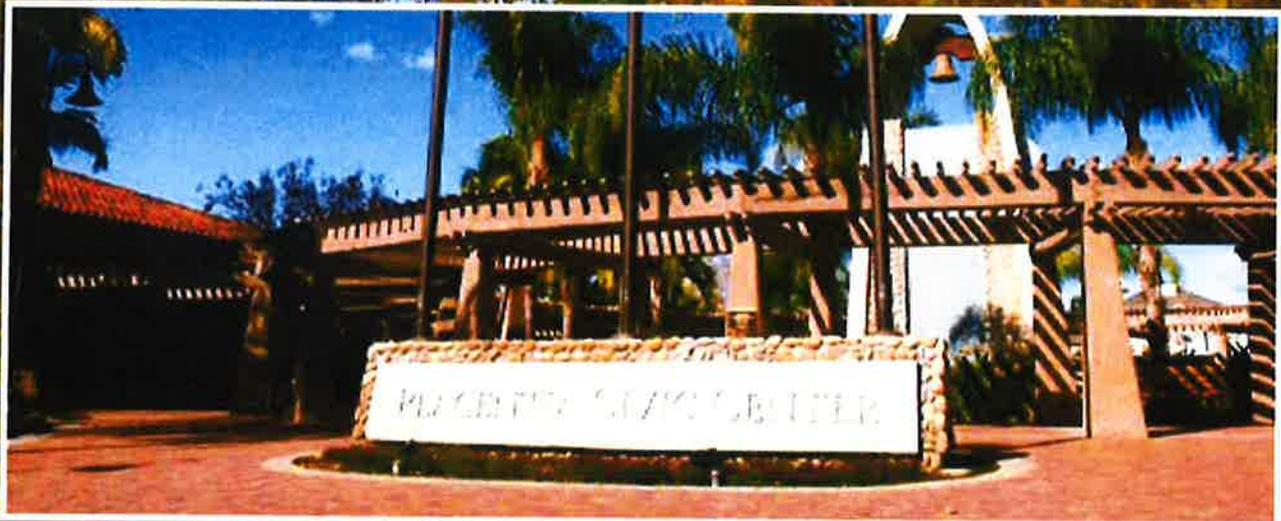
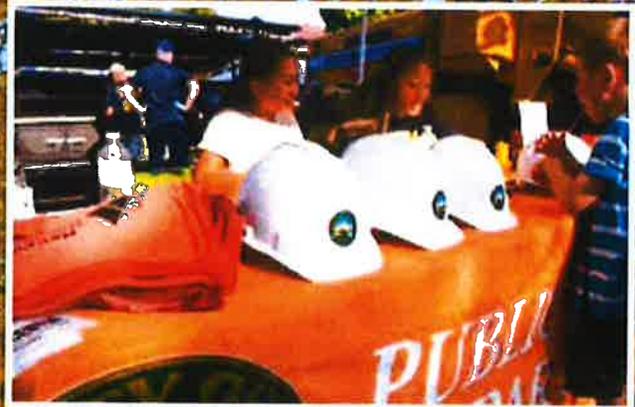
The City of Placentia will maintain an open, honest, responsive, and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.

About the City of Placentia *continued*

The City has 157 full-time staff and 78 part-time staff.

Quality leadership is paramount to the City's success. City Administrator, Damien R. Arrula, has served in his role since 2015. Under his leadership the City has received numerous awards in the areas of planning, economic development, leadership, and fiscal stewardship.

The City of Placentia continues to have positive and upward progress in all of its operations and is uniquely positioned for success in the years ahead. The City seeks a proven leader who desires to be a part of the dynamic management team.



The Position

The Director of Human Resources is a newly created position in the City of Placentia intended to give added focus and capabilities to the City's human resources function. The Director of Human Resources will report to the Deputy City Administrator and the City Administrator and will serve a key role in the City's overall leadership team.

Major responsibilities for the position include, but are not limited to:

- Development of goals, objectives, policies, and procedures for the City's human resources and employee development programs.
- Serving in a support and consulting role to the City's departments.
- Oversee administration of the classification and compensation plan, as well as employee benefits.
- Serving on the City's negotiating team and administering the Memoranda of Understandings. (The City of Placentia has 6 employee groups.)
- May represent the City in meetings with governmental agencies, professional and business organizations, employee organizations, and the public.
- Consulting with management regarding disciplinary procedures, adjustment of grievances, work performance and workplace behavior issues, and other personnel actions and processes.
- Directing programs for training and development of supervisory staff and employees.
- Supervising the Human Resources Division staff, activities, and budget; preparing and monitoring work plans to meet Division goals and objectives.
- Providing direction and assistance to employees on a variety of employment-related matters, including job classification and compensation, benefits, employee conflict issues, harassment, etc.
- Participating in management meetings and on task forces and committees for varied community relations projects.
- Monitoring the development and legislation related to human resources and administrative matters, evaluating their impact upon City operations, and recommending and implementing policy and procedural improvements.

The Position *continued*

The selected Director of Human Resources will have excellent opportunities to build upon the many strengths within the organization as well as address challenges that will require inspired leadership and collaboration including:

- The City is engaging a consulting firm to lead a classification and compensation study. The new Director will be tasked with leading the process.
- A key undertaking will be the development of a new performance evaluation process and system that links employee performance to core competencies and the City's overall performance metrics in a consistent and well understood manner.
- With so many attractive attributes to Placentia, the Director of Human Resources will have the opportunity to ensure the City is an employer of choice in the region through developing a superior workplace culture that engages employees across the organization.
- The new Director of Human Resources position signals an added emphasis on human resources in the City and there will be new opportunities to implement employee training and professional development programs.
- The City's administrative policies and personnel rules and regulations require comprehensive updates as administrative policies were last updated between 2008 and 2010. The Director of Human Resources will have the opportunity to introduce best practices and innovative approaches for consideration by the Deputy City Administrator and City Administrator.



Ideal Candidate

The City of Placentia is a dynamic community that prides itself on a solution-oriented government. Specific traits and characteristics the Director of Human Resources should possess include:

- The Director of Human Resources must be a self-starter who is internally motivated to solve problems and make progress. As the top position in the City that is fully focused on human resources, it is imperative that the Director of Human Resources is viewing the City's overall human resources function from a strategic level. Yet, with a small staff, the Director of Human Resources must fully be involved in the day-to-day work.
- The Director of Human Resources will need to be a key facilitator and supporter for change across the organization, in a dynamic and fast paced environment.
- Labor relations experience is important, as the Director of Human Resources will play a key role in helping to ensure the labor-management relationship remains healthy and productive.
- With resources and support from City Management, the Director of Human Resources will have the ability and expectation to continually improve the human resources program for the City.



Experience and Education

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Education: Graduation from an accredited college or university with a bachelor's degree in Human Resources, Public Administration, Business Administration, or a related field is required. A graduate degree in Human Resources, Public Administration, Business Administration, or a closely related field is highly preferred.

Experience: Five (5) years or more of progressively responsible experience in Human Resources including three (3) years or more in a managerial or supervisory capacity. Minimum of two (2) years of experience serving as chief negotiator with public bargaining groups, preferably including sworn police and fire groups.



Compensation and Benefits

The salary range for the Director of Human Resources is \$144,500 to \$175,600 with placement in the range dependent on qualifications. In addition, a 3% salary COLA increase effective July 1, 2022, and an excellent benefit package as outlined below.

Schedule: The City operates on a “4/10” work schedule.

Retirement: The City of Placentia participates in the California Public Employees’ Retirement System (CalPERS) and does not participate in Social Security.

- 2% @ 60 defined retirement plan (Classic Members) – Applies to employees who, prior to January 1, 2013, were active members of CalPERS or another public employee retirement system through which reciprocity may be established. Employee membership contribution is 7%.
- 2% @ 62 defined retirement plan (New Members/PEPRA) – Applies to new employees hired on or after January 1, 2013, who are not members of CalPERS or are not members of another public employee retirement system with which reciprocity may be established. Employee membership contribution is 6.25%.

Health Insurance: The City provides up to \$1,877 per month to purchase health insurance for employee and dependents through the CalPERS Health Benefits program. Alternatively, there is a \$400 medical opt out payment for employees who are insured outside the City’s insurance coverage.

Dental & Vision Insurance: The City pays full premium for employee and dependents.

Life Insurance: The City agrees to pay life insurance policy equal to employees’ annual salary. Additional life insurance may be purchased on behalf of employee.

Disability Insurance: The City fully pays short-term and long-term disability insurance policies.

Deferred Compensation (457) Plan: Employees may contribute to a deferred compensation plan on a voluntary basis, the City will match up to 50% of the IRS annual limit.

Telecommunications Allowance: \$100 a month provided.

Flexible Spending Account: Employees may contribute to a Section 125 Flexible Spending Account on a voluntary basis.

Paid Time Off (Vacation): Accrual rate of 168 hours per year.

Alternative Health & Wellness (Sick Leave): 96 hours per year; this program includes an incentive of up to \$1,250 per fiscal year.

Management Leave: Up to 80 hours per year.

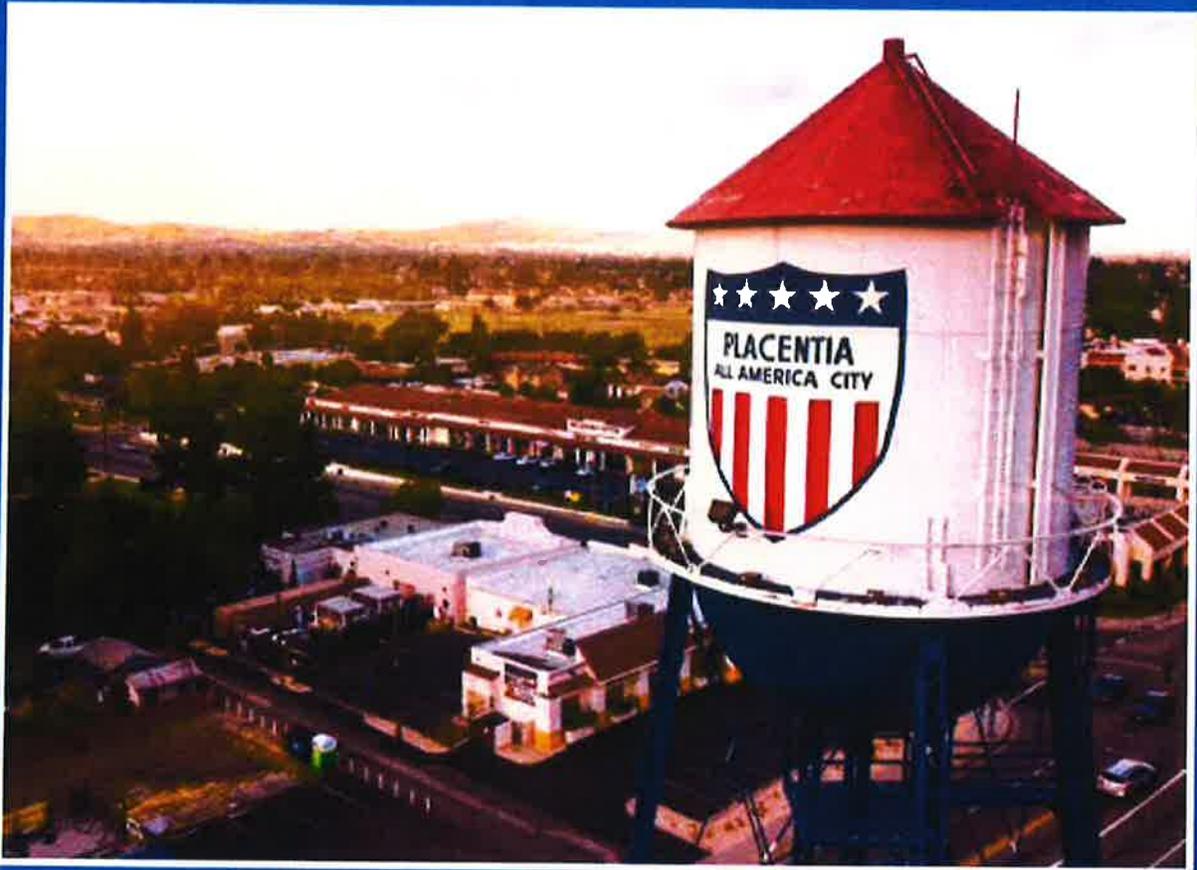
Holidays: 13 paid holidays per year.

Holiday Closure: City Hall is closed annually for two weeks between Christmas Eve and New Year’s Day (paid time off varies per year and benefit group).

To Apply

Interested candidates should apply by submitting a compelling cover letter, comprehensive resume, and five (5) professional references via email to apply@ralphandersen.com no later than **Friday, May 27, 2022**. This is a confidential recruitment and will be handled accordingly throughout the various stages of the process. Candidates should be aware that references will not be contacted until mutual interest has been established. Confidential inquiries are welcomed and should be directed to Fred Wilson, Ralph Andersen & Associates, at (916) 630-4900.

The City of Placentia is an equal opportunity employer.



www.placentia.org