

**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND SEAN JOYCE**

THIS AGREEMENT is entered into this 14th day of December, 2021, between the City of Huntington Beach, a California municipal corporation, subsequently called "City," and Sean Joyce, subsequently called "Joyce."

RECITALS

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

WHEREAS, the City desires to employ the services of Joyce as an Interim City Manager of the City of Huntington Beach; and

WHEREAS, it is the desire of the City to provide certain compensation, establish certain conditions of employment, and to set working conditions of Joyce; and

WHEREAS, it is the desire of the City to:

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

(2) To provide a means for terminating Joyce'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

WHEREAS, by entering this Agreement, he desires to accept employment as Interim City Manager for the City.

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

SECTION 1. DUTIES. City agrees to employ Joyce as an Interim City Manager for the City to perform the functions and duties of that office in directing the activities and operations of the City as set forth in the Municipal Code of the City of Huntington Beach and the City Charter, and to perform other legally permissible duties and functions as Interim City Manager. Joyce 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. This Agreement shall be in effect as of December 20, 2021, and Joyce shall serve for a definite term at the pleasure of the City Council and shall be considered an at-will employee of the City in the capacity of a retired annuitant, commencing upon execution of this agreement, and not to exceed a term of one (1) year. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the employment of Joyce at any time. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Joyce to resign at any time from his position as Interim City Manager 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 Joyce’s time off, and with the advance approval of the City Council.

SECTION 3. SALARY. City agrees to pay Joyce for his services rendered pursuant to this Agreement at Non-Associated Range NA0029, at \$122.68 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 Interim City Manager.

SECTION 4. OTHER BENEFITS. Joyce shall receive no benefits other than his hourly salary.

SECTION 5. TERMINATION. The City Council may terminate the employment of Joyce at any time without advance notice, without just cause, and without payment of severance. In the event Joyce voluntarily resigns, Joyce shall give the City seven (7) calendar days written

notice prior to his last workday. It is understood that after notice of termination in any form, Joyce and the City will cooperate to provide for an orderly transition.

SECTION 6. FINANCIAL DISCLOSURE. Joyce shall report to the City any ownership interest in real property within the County of Orange, excluding personal residence. Also, Joyce 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 Joyce 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, Joyce 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. In addition, Joyce shall annually complete and file a Form 700 Statement of Economic Interest with the City Clerk.

SECTION 7. INDEMNIFICATION. City shall defend and indemnify Joyce, 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 Joyce's duties as an employee or officer of City, other than an action brought by City against Joyce, or an action filed against City by Joyce.

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 Joyce has signed and executed this Agreement on the day and year first above written.

SEAN JOYCE

CITY OF HUNTINGTON BEACH

Mayor

APPROVED AS TO FORM:

City Manager

City Attorney