



City of Huntington Beach

2000 Main Street,
Huntington Beach, CA
92648

File #: 21-989

MEETING DATE: 12/14/2021

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:

Approve the appointment of Sean Joyce as Interim City Manager.

Statement of Issue:

During the past several weeks, the City Council has met in Closed Session on three occasions (November 16, December 1, and December 7) to consider various options for filling the role of Interim City Manager. After deliberation, the City Council has identified Sean Joyce as the individual best suited to serve in that role

Financial Impact:

Funding for the position of Interim City Manager is available and included in the FY 2021/22 budget.

Recommended Action:

Approve the attached employment agreement between the City and Sean Joyce, naming Mr. Joyce as Interim City Manager.

Alternative Action(s):

Do not approve the employment agreement with Mr. Joyce, and provide staff with alternate direction.

Analysis:

The current city manager's last day with the City of Huntington Beach will be December 23, 2021. In order to ensure operational continuity at the City, it is necessary to identify an Interim City Manager while a nationwide recruitment is conducted to fill the permanent city manager position, which will likely occur during the first half of 2022.

Mr. Joyce was identified by the City Council as their preferred candidate to serve as Interim City Manager. He brings with him over 30 years of municipal management experience, having retired as City Manager for the City of Irvine in February 2018. Prior to that, Mr. Joyce held a variety of management and staff positions with the cities of South Pasadena, Sierra Madre, and Walnut. Also of note, most recently, Mr. Joyce served as Interim City Manager for the city of South Pasadena, from September 2020 - May 2021. A copy of Mr. Joyce's resume is included as an attachment to this

report for City Council reference.

The proposed employment agreement being contemplated with Mr. Joyce contains the following key provisions:

- Start date - 12/20/21
- Base salary - \$122.68 / hour
- Benefits - None
- The agreement can be terminated at any time for any reason by the City Council with no severance consideration.

Environmental Status:

N/A

Strategic Plan Goal:

Non Applicable - Administrative Item

Attachment(s):

1. Employment agreement with Sean Joyce to serve as Interim City Manager
2. Sean Joyce resume

**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.

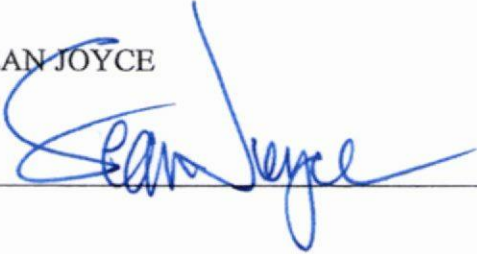
(b) This Agreement shall become effective upon execution of this agreement.

(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.

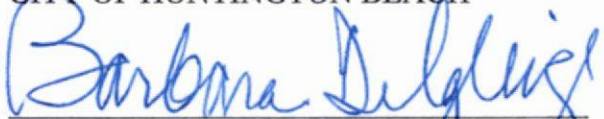
(d) No amendment of this Agreement shall be effective unless in writing and signed by both parties here.

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

MW

Sep. 2020 to
May 2021

Interim City Manager, City of South Pasadena

Assumed interim assignment at a time of organizational turmoil and brought stability to a proud organization located in a community that is very actively engaged in the City's policy making. In partnership with other city employees, I was able to bring clarity to the City's financial and human resources to provide the type of information that the Mayor and City Council needed to make numerous sound policy decisions that have returned the City to a solid foundation.

Aug. 2020 to
Present

Regional Director, West Coast, Alliance Resource Consulting

In this role, I serve in a consulting capacity to a national executive recruiting firm.

Jan. 2005
to Feb. 2018

City Manager, City of Irvine, CA

Oversaw daily operations of this central Orange County city of 66 square miles and a residential population of 275,000. I served as Acting City Manager throughout 2005, before being appointed to the regular position in January 2006. Some of the achievements for which I am particularly proud include the following:

- I led an organization nationally recognized for its quality of life, safety, educational institutions, parks and open space and environmental stewardship.
- I created a "bridge plan" that was adopted by the City Council in the immediate aftermath of the 2008 recession. The plan called for the scheduled deployment of accrued reserves, the reduction of positions through natural attrition, strict cost controls, and negotiated employee concessions over the course of three years. At the conclusion of those three years, the executed plan was proven a success, far outperforming original estimates.
- Proposed fiscal policies that resulted in boosting general fund reserves from 5.5% of annual revenues to 15% in just two years—immediately preceding a deep recession, during which these reserves were crucial to preserving core city services throughout the recession that began in 2008. Reserves reached a level of 22% of annual operating expenses.
- Working in collaboration with the mayor and others throughout the County, I played a leadership role securing an exchange of \$121.3 million with the Orange County Transportation Authority. This transaction relieved the general fund of more than \$2 million of annual operating expenses for operation of the City's public transit services.
- Led development and implementation of a wide range of human services programs in furtherance of a comprehensive strategy for meeting the goals of Irvine's "Children, Youth & Families Initiative." This expansive program identified and provided for the needs of Irvine's oldest, youngest, and most vulnerable.
- Provided executive leadership of an organization, comprised of more than 1,200 employees, that annually receives citizen satisfaction ratings of 95% or greater (97% in most recent survey).

- Irvine was recognized by the Federal Bureau of Investigation (F.B.I.) as the safest city in the U.S. (within its population category) for violent crime each year of the 13 years that I was city manager.
- Prepare and manage an annual municipal operating budget of more than \$550 million (\$172 million general fund).

**Jul. 2004 to
Dec. 2004**

Assistant City Manager, City of Irvine, CA

- Initiated independent operational evaluations to improve operational efficiency and service delivery. Developed a natural open space management plan whereby a non-profit Land Reserve manages more than 2,000 acres of natural open space—at a 20% savings to the City.

**Nov. 1996 to
Jul. 2004**

City Manager, City of South Pasadena, CA

I assumed my position in this full-service city of 25,000 residents at a time of scandal and crisis that had eroded public confidence in the local government. Under my leadership the organization dramatically improved public confidence and achieved many city council, citizen, and organizational goals.

- Transitioned an entrenched organizational culture from that managed by intractable rules to that guided by values. Achievements include the immediate re-opening of City Hall on Fridays for the first time in nearly a decade; expanded community services to meet citizen demand; numerous improvements to city infrastructure and facilities.
- Oversaw preparation of the City's first comprehensive general plan amendment in 35 years, followed by a complete revision of the City's Zoning Code. Both efforts included meaningful and regular collaboration with the citizenry.
- Was chief strategist on City's successful opposition to the proposed construction of the 710-freeway extension through the city. I directed staff, special legal counsel, consultants, lobbyists and financial resources to advance South Pasadena's position among members of the State Legislature, Governor's office, California Transportation Commission, Federal Highway Administration and special interest groups.
- Managed the preparation of capital improvement programs (CIP) for repair of 1) all city streets, alleys, curbs and gutters (\$20 million), 2) the city's sewer system and, 3) water production, storage and transmission (\$30 million).
- Amidst prolonged statewide economic decline, the City's general fund reserves doubled, from an amount equal to 10% of annual operating expenditures to more than 20% of annual expenditures.

**Sep. 1993 to
Nov. 1996**

City Administrator, City of Sierra Madre, CA

I was appointed City Administrator at a time of a local fiscal crisis and lost public confidence. I immediately focused attention to establishing fiscal stability and leading the transition of the organization to that of a more contemporary, customer service-oriented municipality.

- After just three years, the City's general fund reserves had rebounded from a \$108,000 deficit to \$1,008,000 positive cash balance.
- My attention to organizational development resulted in operational improvements that increased employee morale and productivity. The implementation of operational improvements created greater efficiency and numerous customer service enhancements.

- Developed and implemented downtown revitalization projects contributing to a two-year 13% increase in assessed valuation of the project area during a recessionary period.
- Coordinated a comprehensive general plan revision relying largely on city staff and citizen volunteers, thus ensuring adoption of a general plan reflecting local interests and values.
- Conducted an internal audit of the City's water production and delivery system, followed by implementation of enhanced operational and rate setting methods that turned a \$1.3 million cash deficit into a \$500,000 cash surplus in less than two years.

**Apr. 1990 to
Sep. 1993**

Assistant City Administrator, City of Sierra Madre, CA

Held a generalist position responsible for overseeing management of staff of a full-service municipality comprised of seven operating departments, 52 full-time and 150 part-time staff. My significant achievements included the introduction and implementation of an organizational commitment to customer service and introduction of automation of numerous operational functions throughout the organization. I developed and implemented a new employee orientation program and improved the City's budget development and format to be more understandable to policy makers and the citizenry.

**Feb. 1989 to
Apr. 1990**

Senior Administrative Assistant, City of Walnut, CA

Held a generalist position in the City Manager's office, serving an ethnically diverse Los Angeles County city of 30,000 residents. At that time, Walnut was among the fastest growing cities in the State. As administrative director to the Parks and Recreation Commission, I prepared and administered the City's extensive park capital improvement program. Developed a park and public facility use and scheduling policy; developed a comprehensive city-wide emergency response plan; administered state and federal park grants; developed and managed one of the State's first mandatory curbside recycling programs.

**Oct. 1987 to
Feb. 1989**

Administrative Assistant, City of Walnut, CA

As a generalist in the City Manager's office, I prepared and managed a \$10 million annual budget, including negotiating and managing service contracts for contract police and fire services provided by the County of Los Angeles, building and safety services, engineering, planning, code enforcement, community development block grant, and local transportation program. Performed staff analysis concerning myriad policy matters at a time of substantial community growth.

Education

California State University, Fullerton

Master of Public Administration, emphasis in Human Resource Management. Graduated with a 4.0 G.P.A.

California State University, Fullerton

Bachelor of Arts Degree in Political Science, emphasis in Public Administration.

**Honors,
Memberships &
Activities**

- President of the League of California Cities City Managers Division (2015-2016), elected by my peers throughout the state.
- City of Irvine recipient of the "Freedom Award" awarded annually to a select few (15 of 2,500 applicants) for the City's extraordinary commitment to U.S. Military Coast Guard and Reserves (2010).

- Recipient of Award for the Advancement of Diverse Communities by the City Managers' Department of the League of California Cities (2008).
- Collaboratively produced an ethics policy as a member of the Ethics Sub-Committee of the League of California Cities' City Manager's Division (2010).
- Recipient of the Irvine Valley College Alumnus of the Year Award (2007).
- President of Orange County City Managers Association (2015) and President of San Gabriel Valley City Managers Association (1997).
- Recipient of Cal State Fullerton's Public Administration faculty's Alumnus of the Year Award (2013).
- Recipient of Spirit of Excellence in Leadership awarded by Irvine Public Schools Foundation (2013).