REQUEST FOR CITY COUNCIL ACTION

SUBMITTED TO: Honorable Mayor and City Council Members
SUBMITTED BY: Theresa St. Peter, Interim Director of Human Resources
PREPARED BY: Theresa St. Peter, Interim Director of Human Resources

Subject: Approve Resolution No. 2023-60 and Amendment No. 1 to Employment Agreement with Eric G. Parra - Interim City Manager/Police Chief

Statement of Issue:
City Manager, Al Zelinka, resigned to retire from public employment effective November 8, 2023. Eric G. Parra, who has served as the Chief of Police since December 27, 2021, has agreed to serve as the Interim City Manager/Chief of Police until a recruitment can be conducted and a candidate is selected to permanently fill the City Manager vacancy.

The attached Amendment No. 1 to the Employment Agreement between the City of Huntington Beach and Eric G. Parra dated November 21, 2023 outlines any and all changes to his original Employment Agreement with the City of Huntington Beach.

Financial Impact:
This temporary out-of-class assignment will result in a savings of $121,019 as the Chief of Police will serve a dual role as Interim City Manager/Chief of Police.

Recommended Action:
A) Approve Amendment No. 1 to the Employment Agreement between the City of Huntington Beach and Eric G. Parra; and
B) Approve Resolution No. 2023-60, "A Resolution of the City Council of the City of Huntington Beach Amending the Non-Associated Employees Pay and Benefits Resolution (Exhibit 1A) Non-Associated Appointed Executive Management Salary Schedule" to create the Interim City Manager/Police Chief classification and salary range.

Alternative Action(s):
Do not approve the recommended action, and direct staff accordingly.

Analysis:
Eric Parra has done an outstanding job as Chief of Police for the City of Huntington Beach. As Chief
and member of the Executive Leadership Team, he is aware of the current issues facing the City as well as the major initiatives and ongoing goals of the City Council; as such, Mr. Parra is well-suited to perform the dual role of Chief and Interim City Manager, while the City conducts a recruitment to permanently fill the City Manager vacancy. Additionally, this interim position will yield a cost savings of $121,019 for the City.

This temporary assignment for Mr. Parra will be considered as an out-of-class assignment as allowed per the City’s retirement system, California Public Employees’ Retirement System (CalPERS). As such, Mr. Parra will retain his status as a safety employee.

**Environmental Status:**
This action is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**Strategic Plan Goal:**
Goal 3 - High Performing Organization, Strategy B - Fill department director and other key vacancies to lead and provide essential services to the community.

For details, visit www.huntingtonbeachca.gov/strategicplan

**Attachment(s):**
1. Amendment No. 1 to Employment Agreement Between the City of Huntington Beach and Eric G. Parra
2. Resolution No. 2023-60 Amending the Salary Schedule for Non-Associated Appointed Executive Management Salary Schedule - Exhibit 1A
AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND ERIC G. PARRA

THIS AMENDMENT is made and entered into between the City of Huntington Beach, a California municipal corporation, hereinafter referred to as "City," and Eric G. Parra, hereinafter referred to as "Parra."

WHEREAS, Parra is currently employed by City as its Police Chief, and it is the desire of City to retain the services of Parra as Interim City Manager/Police Chief until City appoints a permanent City Manager; and

Parra and City desire to amend that certain agreement dated December 2, 2021 entitled "Employment Agreement Between the City of Huntington Beach and Eric G. Parra," hereinafter referred to as the "Original Agreement," to provide for the appointment of Parra as City's Interim City Manager/Police Chief; and

It is the desire of City to: (1) provide inducement for Parra to become the Interim City Manager/Police Chief and remain in City's employment; (2) make possible full work productivity by providing Parra with assurances regarding his employment; and (3) provide an equitable means for Parra to return to his current position as Police Chief upon City's selection of a permanent City Manager.

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

1. **APPOINTMENT AS INTERIM CITY MANAGER**

   Effective November 9, 2023, the City Council of City hereby appoints Parra as the Interim City Manager/Police Chief of the City of Huntington Beach, to perform the functions and duties of City Manager specified in the City Charter, and continue to perform the functions and duties of Police Chief, and also to perform other legally permissible duties and functions as the City Council shall from time to time assign.

2. **TERM**

   This Amendment shall remain in effect until a permanent City Manager is selected by the City Council, or until terminated by either party as set forth in Section 3 herein.

3. **TERMINATION**

   A. This Amendment will automatically terminate upon the City Council's appointment of a permanent City Manager, or as otherwise provided herein.

   B. Either party may terminate this Amendment after providing the other party with a thirty-day (30) notice of intention to terminate this Agreement. Such notice can be provided at any time.
C. Upon any termination hereof, Parra shall be returned to his previous position of Police Chief of City under the terms and conditions contained in the Original Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated by this reference as though fully set forth herein.

4. **COMPENSATION**

During the term of this Amendment, City agrees to pay Parra the amount of $153.85 per hour as base salary, payable in installments at the same time as other employees of City are paid. Except as specifically modified herein, all other terms and conditions of the Original Agreement related to compensation shall remain unchanged, and in full force and effect.

5. **REAFFIRMATION**

Except as specifically modified herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

**PARRA:**

[Signature]

Eric G. Parra

**CITY OF HUNTINGTON BEACH,**

[Stamp]

a California municipal corporation

**APPROVED AS TO FORM:**

[Signature]

Michael E. Gates

City Attorney

**Mayor**

[Signature]

[Signature]

City Clerk

[Date]
RESOLUTION NO. 2023-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH AMENDING THE NON-ASSOCIATED EMPLOYEES PAY AND BENEFITS RESOLUTION (EXHIBIT 1A) NON-ASSOCIATED APPOINTED EXECUTIVE MANAGEMENT SALARY SCHEDULE

WHEREAS, the City Council of the City of Huntington Beach desires to amend the salary schedule for certain non-represented employees upon adoption of this Resolution:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Huntington Beach as follows:

SECTION 1. The classification and salary range for Interim City Manager/Police Chief shall be established.

SECTION 2. The above changes in Section 1 and Section 2 shall be reflected in the attached Exhibit 1A Non-Associated Appointed Executive Management Salary Schedule.

SECTION 3. Any existing provisions in conflict with the foregoing, whether by minute action or Resolution of the City Council, are hereby repealed.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 21st day of November, 2023.

INITIATED AND APPROVED:

Theresa St. Peter, Interim Human Resources Director

Mayor

City Clerk

APPROVED AS TO FORM:

City Attorney
EXHIBIT 1
NON-ASSOCIATED APPOINTED EXECUTIVE MANAGEMENT SALARY SCHEDULE
Effective November 9, 2023*

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*Per Resolution No. 2023-60 adopted November 21, 2023, the position of Interim City Manager/Police Chief was established.
Res. No. 2023-60

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 November 21, 2023 by the following vote:

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

Robin Estanisla
City Clerk and ex-officio Clerk of the City Council of the City of Huntington Beach, California
EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND ERIC G. PARRA

THIS AGREEMENT is entered into this 2nd day of December, 2021, between the City of Huntington Beach, a California municipal corporation, hereinafter “City,” and Eric G. Parra, hereinafter “Parra.”

WITNESSETH

WHEREAS, the City Manager has been empowered to appoint and remove the Police Chief, with approval of the City Council; and

WHEREAS, the City, through the City Manager, desires to employ the services of Parra as the Police Chief for the City of Huntington Beach; and

WHEREAS, the City seeks to provide certain benefits, establish certain conditions of employment, and to set working conditions of Parra; and

WHEREAS, the City intends to:

(1) Secure, retain, and employ the services of Parra; and
(2) Provide a means for terminating Parra’s service; and
(3) Parra accepts employment as the City’s Police Chief;

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

Eric Parra
Police Chief Employment Agreement
SECTION 1. DUTIES.

The City agrees to employ Parra as Police Chief of the City to perform the functions and duties of that office as set forth in the Municipal Code of the City of Huntington Beach and the City Charter, and to perform other duties and functions as the City Manager shall from time to time assign. Parra 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.

(a) Parra shall serve for an indefinite term at the pleasure of the City Manager and shall be considered an at-will employee of the City.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the employment of Parra at any time, subject only to the provisions set forth in Section 6, subparagraphs (a), (b) and (c) of this Agreement, and Section 401 of the Charter of the City of Huntington Beach.

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

(d) Parra agrees to remain in the exclusive employ of City for an indefinite period of time and shall neither accept other employment nor become employed by any other employer without the prior written approval of the City Manager until notice of Parra’s resignation is given.

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

SECTION 3. SALARY.

City agrees to pay Parra for his services rendered pursuant to this Agreement at Range NA0011, Step E ($106.31 / hour) of the City's classification and compensation plan or Resolutions or Ordinances from time to time enacted that govern such compensation.

SECTION 4. OTHER BENEFITS.

In addition to the foregoing benefits, Parra shall also receive all such other benefits that are generally applicable to non-associated employees (Department Heads) hired after 12/27/97, as set forth in Huntington Beach City Council Resolution No. 2016-50, entitled "A Resolution Of The City Council Of The City Of Huntington Beach Modifying Salary And Benefits For Non-Represented Employees Including The Elected City Attorney, City Clerk, And City Treasurer," a copy of which is attached hereto as Exhibit "A" and incorporated by reference as fully set forth herein. Parra will also receive Longevity Pay in the amount of 11% per year. Further, Parra shall receive ancillary benefits provided to Police Management Association (PMA) members with regard to Education Pay (6% per year), Advanced POST Certificate Pay (6% per year). Finally, in order to install security upgrades at Parra's primary residence located in Huntington Beach, the City shall reimburse Parra an amount not to exceed $15,000 for reasonable security enhancements deemed eligible by the City Manager, whose approval shall not be unreasonably withheld.

SECTION 5. ADMINISTRATIVE LEAVE.

The City Manager may place Parra 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 Parra, and during such time that Parra is willing and able to perform his duties under this Agreement, then City shall pay to Parra a severance pay as follows: nine (9) months’ base salary and benefits if terminated without cause during the first twelve (12) months of Parra’s employment; then six (6) months’ base salary and benefits if terminated without cause during the thirteenth (13th) and subsequent months of Parra’s employment.

(b) (1) Notwithstanding subsection (a) above, the following reasons shall constitute grounds to terminate the employment of Parra without severance pay:

(i) a willful breach of this agreement or the willful and repeated neglect by Parra to perform duties that he is required to perform;

(ii) conviction of any criminal act relating to employment with the City;

(iii) conviction of a felony.

(2) Prior to the time that the City Manager terminates Parra without severance pay for any of the reasons set forth in Section (b)(1) above, and only in that case, the City Manager shall provide Parra with written notice of proposed termination which will include the reason and factual basis for termination. Within ten days of such notice, Parra 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, that Parra may respond to the notice of proposed termination. At such meeting, Parra may be represented by an attorney of his 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)(1) exist or do not exist shall be final as between the parties.
(c) In the event the City at any time during the term of this Agreement, reduces the salary of Parra from its current level, except as part of an across-the-board reduction for all Directors of City, or in the event City refuses, following written notice, to extend to Parra any non-salary benefit customarily available to all Directors, or in the event Parra resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, Parra may, at his option, be deemed to be "terminated." The termination date will occur then at the date of reduction or refusal to extend or such suggestion of resignation within the meaning and context of the severance pay provision in subparagraph (a) above; provided that the option to be deemed terminated is exercised by written notice from Parra and delivered 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 Parra exercises the option to be deemed terminated.

(d) In the event Parra voluntarily resigns his position, Parra shall give City written notice at least thirty (30) days prior to the last workday, unless the City Manager and Parra otherwise agree.

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

SECTION 7. DISABILITY.

If Parra is medically, physically disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or ill health, and has provided proof of the same from a medical professional, he shall be eligible for Disability Leave upon exhausting all accrued sick leave, general leave and executive leave, and duty injury leave if applicable. Disability Leave shall be unpaid and shall be approved by the City Manager for a time period of up to three (3)
months. The length of such time period of the Disability Leave shall be dependent upon the length of the disability as demonstrated by Parra. If Parra is unable to return to work at that time, the City shall have the option to terminate the employment of Parra, subject to the requirements imposed on City by Section 6, paragraph (a).

SECTION 8. PERFORMANCE EVALUATION.

The City Manager shall review and evaluate in writing the performance of Parra at least once annually. That review and evaluation shall be in accordance with specific criteria developed in consultation with Parra and the City Manager. Those criteria may be added to or subtracted from as the City Manager may from time to time determine, in consultation with Parra.

SECTION 9. GENERAL AND EXECUTIVE LEAVE

(a) Parra shall accrue General Leave in accordance with the General Leave accrual provisions applicable to Department Heads of the City as contained in the Non-Associated Resolution (Exhibit “A”). Parra shall be credited for his years of service at other CalPERS and CalPERS reciprocal agencies in determining his annual general leave accrual allowance. Upon executing this agreement, Parra shall be credited with an initial allocation of 40 hours that will be added to Parra’s General Leave accrual bank. Parra shall be credited 80 hours of Executive Leave on January 1 of each calendar year, and shall be provided with an initial allocation of 80 Executive Leave hours upon his first day of employment for his initial calendar year with the City.

(b) Executive Leave must be used in the same calendar year it is credited, and unused Executive Leave may not be carried forward to the next calendar year or cashed out at any time. General Leave shall be accrued in accordance with the appropriate provisions of the Non-Associated Resolution (Exhibit “A”). Parra shall provide the City Manager with reasonable notice prior to taking two (2) or more General Leave or Executive Leave days off.
SECTION 10. PROFESSIONAL DEVELOPMENT.

The City agrees to budget and pay for Parra's professional memberships as normally accorded to Department Heads. Parra shall also receive paid leave, plus registration, travel and reasonable expenses for short courses, conferences and seminars that are necessary for professional / 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 11. FINANCIAL DISCLOSURE.

Parra shall report to the City Manager any ownership interest in real property within the County of Orange, excluding personal residence. Parra shall also complete and file annually, Financial Disclosure 700 Forms. Also, Parra 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 Parra to the City Manager within ten (10) calendar days of the execution of this agreement and within ten (10) calendar days of acquisition of that interest in real property. Additionally, Parra 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 the City or from whom the City intends to make a purchase immediately upon notice of the intended work or purchase.

SECTION 12. INDEMNIFICATION.

The City shall defend and indemnify Parra against actions, including but not limited to any: tort, professional liability claim or demand, or other non-criminal legal, equitable or administrative action, arising out of an alleged act or omission occurring in the performance of Parra during the discharge of his duties as an employee / officer of the City, other than an action brought by the City against Parra, or an action filed against the City by Parra. The City shall pay the reasonable expenses for the travel, lodging, meals, and lost work time of Parra should Parra be subject to such, should an action be pending after termination of Parra. The City shall be responsible for and have authority to
compromise and settle any action, with prior consultation with Parra, and pay the amount of any settlement or judgment rendered on that action. Parra shall cooperate fully with the City in the settlement, compromise, preparation of the defense, or trial of any such action.

SECTION 13. GENERAL PROVISIONS.

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

(b) This Agreement shall become effective commencing December 27, 2021.

(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.

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

CITY:  
Oliver Chi, City Manager

PARRA:  
Eric Parra

APPROVED AS TO FORM:

City Attorney
<table>
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<tr>
<th>From:</th>
<th>Michael Gioan</th>
</tr>
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<tr>
<td>To:</td>
<td><a href="mailto:supplementalcomm@surfcity-hb.org">supplementalcomm@surfcity-hb.org</a>; CITY COUNCIL (INCL. CMO STAFF)</td>
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<tr>
<td>Subject:</td>
<td>Al Zelinka, Warner/Bolsa Chica monster et al...</td>
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<td>Date:</td>
<td>Wednesday, November 8, 2023 1:37:10 PM</td>
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**Al Zelinka’s Resignation:**

Many people I spoke to feel a little puzzled by this 7/2 decision. Didn’t Al Zelinka have an Assistant Manager or second-in-command of some kind? If yes, then why hasn’t that person taken over the function pro-temp? Feels like power is concentrated in too few hands, not a good democratic sign, just my opinion. I’d suggest the City Council address these concerns.

Also, URLs listing HB Government employees no longer work (see [https://huntingtonbeachca.gov/government/contact-us/department-staff-name.cfm](https://huntingtonbeachca.gov/government/contact-us/department-staff-name.cfm)), and other URLs which come up first on web searches. Not a very good look...

**Warner/Bolsa Chica Abomination:**

On another topic, I sure hope item 26 will be sent back to the drawing board with a requirement for proper setbacks, adequate parking and reduced height. Properties condemned to live in the shadows of such a monstrosity are sure to lose significant value for the benefit of the developer who obviously has no regard for the neighborhood, and makes a mockery of HB Zoning and Building Codes.

A quick suggestion: why don’t you suggest the following compromise?

- Drop building height by one floor (5 to 4).
- Require ground floor to be set back 15 feet and every floor an additional 10 feet so that the terraces can be used for gardens the residents can enjoy and that will contribute to general insulation of the building, absorb some of the reflected traffic sounds and solve the shadow nuisance problem.
- Require 1.5 parking spaces per unit + 1 parking space per staff. Parking can be constructed underground.

These are reasonable requests, and it’s time we tamp down on the developers’ arrogance and greed, which is compounded by the weakness and lack of will from the City Council to enforce Building Codes to actually tackle down the High Density problem (this goes for current and and previous councils). We need to develop HB, let’s develop it correctly and by respecting everyone. Let me make it clear, if this project is adopted "as is" or in mild derivation thereof, I will make sure to vote against all current City Council members at next election, no exceptions. You have my promise.

Best,

--

*Michael Gioan - HB Resident since 1991 - Homeowner*

**SUPPLEMENTAL COMMUNICATION**

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<td>Agenda Item No.:</td>
<td>18 (23 - 1017)</td>
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I would like to know, as would many citizens, what qualifications the Police Chief has to step in as city manager. It seems he has good qualifications to run a police department, but that is a far cry from running a city. I worry that this decision will further destroy the public’s image of how the city council is run. Are there not supposed to be an open application process to find the best and most qualified candidate? We have had too much turn over in our city management and handing over this important position to a police chief seems to many, a very bad decision.

Janet Bean

Sent from my iPad
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 Eric Parra to the position of Chief of Police and authorize the City Manager to execute the associated Employment Agreement.

Statement of Issue:
After coordinating a nationwide recruitment, coupled with an extensive assessment process, Eric Parra has been identified as the recommended candidate to serve as the next permanent Huntington Beach Police Chief. Staff has negotiated contract terms with Mr. Parra and seeks City Council approval of the recommended employment agreement.

Financial Impact:
Key details related to the proposed employment agreement with Mr. Parra includes a starting base salary of $106.31 / hour, longevity pay in the amount of 11% per year; and providing the City's standard police management benefits package. Further, per the proposed agreement, the City would reimburse Mr. Parra an amount not to exceed $15,000 for reasonable security improvements for his primary residence in Huntington Beach. Finally, the proposed employment agreement contemplates that if the contract is terminated without cause, Mr. Parra would be provided with a 6-month severance.

Funding for this position is included in the FY 2020/21 budget

Recommended Action:
Approve the proposed Employment Agreement with Mr. Parra to serve as the City's next Chief of Police, and authorize the City Manager to execute any and all relevant and associated documents

Alternative Action(s):
Do not approve the employment agreement and provide staff with alternate direction

Analysis:
Since November 12, 2020, Julian Harvey has capably served as the City’s Interim Chief of Police. In an effort to fill the permanent role, the City engaged the services of an executive recruitment firm to
conduct a nation-wide search for a new Police Chief.

Following multiple assessment rounds that included City management, staff, and City Council assessment panels, Eric Parra was identified as the individual best suited to serve as Huntington Beach's next Chief of Police.

Mr. Parra currently serves as Chief of Police for the City of Alhambra, and has more than 33-years of law enforcement experience. Prior to his current role, he held a variety of leadership positions with the Los Angeles County Sheriff's Department, leaving that agency in 2019 as Division Chief. During the course of his career, Mr. Parra has been credited with instituting a variety of forward thinking law enforcement initiatives, including leading reform efforts at the Los Angeles County jail system, implementing community policing programs, and establishing improved internal law enforcement operational practices.

Mr. Parra holds a bachelor's degree in criminal justice from California State University, Long Beach, and also earned his juris doctorate from Western State University College of Law. In addition to serving as a sworn law enforcement professional, Mr. Parra is also licensed by the State Bar of California.

Environmental Status:
N/A

Strategic Plan Goal:
Non Applicable - Administrative Item

Attachment(s):
1. Eric Parra Employment Agreement
2. Police Chief National Recruitment Brochure
EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND ERIC G. PARRA

THIS AGREEMENT is entered into this 2nd day of December, 2021, between the City of Huntington Beach, a California municipal corporation, hereinafter “City,” and Eric G. Parra, hereinafter “Parra.”

WITNESSETH

WHEREAS, the City Manager has been empowered to appoint and remove the Police Chief, with approval of the City Council; and

WHEREAS, the City, through the City Manager, desires to employ the services of Parra as the Police Chief for the City of Huntington Beach; and

WHEREAS, the City seeks to provide certain benefits, establish certain conditions of employment, and to set working conditions of Parra; and

WHEREAS, the City intends to:

(1) Secure, retain, and employ the services of Parra; and
(2) Provide a means for terminating Parra’s service; and
(3) Parra accepts employment as the City’s Police Chief;

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

Eric Parra
Police Chief Employment Agreement
SECTION 1. DUTIES.

The City agrees to employ Parra as Police Chief of the City to perform the functions and duties of that office as set forth in the Municipal Code of the City of Huntington Beach and the City Charter, and to perform other duties and functions as the City Manager shall from time to time assign. Parra 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.

(a) Parra shall serve for an indefinite term at the pleasure of the City Manager and shall be considered an at-will employee of the City.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the employment of Parra at any time, subject only to the provisions set forth in Section 6, subparagraphs (a), (b) and (c) of this Agreement, and Section 401 of the Charter of the City of Huntington Beach.

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

(d) Parra agrees to remain in the exclusive employ of City for an indefinite period of time and shall neither accept other employment nor become employed by any other employer without the prior written approval of the City Manager until notice of Parra's resignation is given.

(e) 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 Parra’s time off, and with the advance approval of the City Manager.

SECTION 3. SALARY.

City agrees to pay Parra for his services rendered pursuant to this Agreement at Range NA0011, Step E ($106.31/hour) of the City’s classification and compensation plan or Resolutions or Ordinances from time to time enacted that govern such compensation.

SECTION 4. OTHER BENEFITS.

In addition to the foregoing benefits, Parra shall also receive all such other benefits that are generally applicable to non-associated employees (Department Heads) hired after 12/27/97, as set forth in Huntington Beach City Council Resolution No. 2016-50, entitled “A Resolution Of The City Council Of The City Of Huntington Beach Modifying Salary And Benefits For Non-Represented Employees Including The Elected City Attorney, City Clerk, And City Treasurer.” a copy of which is attached hereto as Exhibit “A” and incorporated by reference as fully set forth herein. Parra will also receive Longevity Pay in the amount of 11% per year. Further, Parra shall receive ancillary benefits provided to Police Management Association (PMA) members with regard to Education Pay (6% per year), Advanced POST Certificate Pay (6% per year). Finally, in order to install security upgrades at Parra’s primary residence located in Huntington Beach, the City shall reimburse Parra an amount not to exceed $15,000 for reasonable security enhancements deemed eligible by the City Manager, whose approval shall not be unreasonably withheld.

SECTION 5. ADMINISTRATIVE LEAVE.

The City Manager may place Parra 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 Parra, and during such time that Parra is willing and able to perform his duties under this Agreement, then City shall pay to Parra a severance pay as follows: nine (9) months' base salary and benefits if terminated without cause during the first twelve (12) months of Parra's employment; then six (6) months' base salary and benefits if terminated without cause during the thirteenth (13th) and subsequent months of Parra's employment.

(b) (1) Notwithstanding subsection (a) above, the following reasons shall constitute grounds to terminate the employment of Parra without severance pay:

   (i) a willful breach of this agreement or the willful and repeated neglect by Parra to perform duties that he is required to perform;

   (ii) conviction of any criminal act relating to employment with the City;

   (iii) conviction of a felony.

(2) Prior to the time that the City Manager terminates Parra without severance pay for any of the reasons set forth in Section (b)(1) above, and only in that case, the City Manager shall provide Parra with written notice of proposed termination which will include the reason and factual basis for termination. Within ten days of such notice, Parra 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, that Parra may respond to the notice of proposed termination. At such meeting, Parra may be represented by an attorney of his 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)(1) exist or do not exist shall be final as between the parties.
(c) In the event the City at any time during the term of this Agreement, reduces the salary of Parra from its current level, except as part of an across-the-board reduction for all Directors of City, or in the event City refuses, following written notice, to extend to Parra any non-salary benefit customarily available to all Directors, or in the event Parra resigns following a suggestion, whether formal or informal, by the City Manager that he resign, then, Parra may, at his option, be deemed to be “terminated.” The termination date will occur then at the date of reduction or refusal to extend or such suggestion of resignation within the meaning and context of the severance pay provision in subparagraph (a) above; provided that the option to be deemed terminated is exercised by written notice from Parra and delivered 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 Parra exercises the option to be deemed terminated.

(d) In the event Parra voluntarily resigns his position, Parra shall give City written notice at least thirty (30) days prior to the last workday, unless the City Manager and Parra otherwise agree.

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

SECTION 7. DISABILITY.

If Parra is medically, physically disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or ill health, and has provided proof of the same from a medical professional, he shall be eligible for Disability Leave upon exhausting all accrued sick leave, general leave and executive leave, and duty injury leave if applicable. Disability Leave shall be unpaid and shall be approved by the City Manager for a time period of up to three (3)
months. The length of such time period of the Disability Leave shall be dependent upon the length of the disability as demonstrated by Parra. If Parra is unable to return to work at that time, the City shall have the option to terminate the employment of Parra, subject to the requirements imposed on City by Section 6, paragraph (a).

SECTION 8. PERFORMANCE EVALUATION.

The City Manager shall review and evaluate in writing the performance of Parra at least once annually. That review and evaluation shall be in accordance with specific criteria developed in consultation with Parra and the City Manager. Those criteria may be added to or subtracted from as the City Manager may from time to time determine, in consultation with Parra.

SECTION 9. GENERAL AND EXECUTIVE LEAVE

(a) Parra shall accrue General Leave in accordance with the General Leave accrual provisions applicable to Department Heads of the City as contained in the Non-Associated Resolution (Exhibit "A"). Parra shall be credited for his years of service at other CalPERS and CalPERS reciprocal agencies in determining his annual general leave accrual allowance. Upon executing this agreement, Parra shall be credited with an initial allocation of 40 hours that will be added to Parra's General Leave accrual bank. Parra shall be credited 80 hours of Executive Leave on January 1 of each calendar year, and shall be provided with an initial allocation of 80 Executive Leave hours upon his first day of employment for his initial calendar year with the City.

(b) Executive Leave must be used in the same calendar year it is credited, and unused Executive Leave may not be carried forward to the next calendar year or cashed out at any time. General Leave shall be accrued in accordance with the appropriate provisions of the Non-Associated Resolution (Exhibit "A"). Parra shall provide the City Manager with reasonable notice prior to taking two (2) or more General Leave or Executive Leave days off.
SECTION 10. PROFESSIONAL DEVELOPMENT.

The City agrees to budget and pay for Parra’s professional memberships as normally accorded to Department Heads. Parra shall also receive paid leave, plus registration, travel and reasonable expenses for short courses, conferences and seminars that are necessary for professional / 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 11. FINANCIAL DISCLOSURE.

Parra shall report to the City Manager any ownership interest in real property within the County of Orange, excluding personal residence. Parra shall also complete and file annually, Financial Disclosure 700 Forms. Also, Parra 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 Parra to the City Manager within ten (10) calendar days of the execution of this agreement and within ten (10) calendar days of acquisition of that interest in real property. Additionally, Parra 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 the City or from whom the City intends to make a purchase immediately upon notice of the intended work or purchase.

SECTION 12. INDEMNIFICATION.

The City shall defend and indemnify Parra against actions, including but not limited to any: tort, professional liability claim or demand, or other non-criminal legal, equitable or administrative action, arising out of an alleged act or omission occurring in the performance of Parra during the discharge of his duties as an employee / officer of the City, other than an action brought by the City against Parra, or an action filed against the City by Parra. The City shall pay the reasonable expenses for the travel, lodging, meals, and lost work time of Parra should Parra be subject to such, should an action be pending after termination of Parra. The City shall be responsible for and have authority to
compromise and settle any action, with prior consultation with Parra, and pay the amount of any settlement or judgment rendered on that action. Parra shall cooperate fully with the City in the settlement, compromise, preparation of the defense, or trial of any such action.

SECTION 13. GENERAL PROVISIONS.

(a) The text herein shall constitute the entire Agreement between the parties.
(b) This Agreement shall become effective commencing December 27, 2021.
(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.

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

CITY:  
Oliver Chi, City Manager

PARRA:  
Eric Parra

APPROVED AS TO FORM:

City Attorney
THE COMMUNITY

Although Huntington Beach is no stranger to being front-page news, it's really what's happening behind the scenes that makes the City a fantastic place to live, work, and visit. Within an evolving political landscape, Huntington Beach has emerged as a regional leader in the development of innovative services, like the City’s Project HOPE mobile crisis response program, increasing beach access by rolling out ADA accessible Mobi-Mats, and standing up a homeless navigation center.

The City of Huntington Beach is located in northwestern Orange County, 35 miles southeast of Los Angeles and 90 miles northwest of San Diego. The City encompasses 28 square miles of land and 26 square miles of water, making it the 24th largest city in California. With a population of about 202,266 residents, Huntington Beach is the fourth largest city in Orange County.

Known as “Surf City,” Huntington Beach features nearly 8.5 miles of spectacular beaches and one of the largest recreational piers in the world. The City is home to a thriving beach community and is consistently named as one of the top ten beaches in California. Running parallel to Pacific Coast Highway and just steps from the ocean is an eight-mile strand perfect for biking, inline skating, jogging, or a leisurely stroll.

The City hosts an annual visitor population of over 11 million people, featuring numerous large-scale special events, surf competitions, and festivals. Even with its swell of summer visitors, Huntington Beach has been listed for decades as among the FBI’s safest cities in the nation. In 2019, WalletHub ranked Huntington Beach as #5 in their “Top Ten Happiest Cities in the U.S.”

Huntington Beach boasts a wide variety of municipal amenities. It has a world-class Central Library with four branch libraries. The City’s park system includes 78 public parks (including a dog park), riding stables, and the largest city-owned and operated regional park in Orange County – the 356-acre Huntington Central Park. Residents enjoy five recreation centers (including a senior center), three miles of equestrian trails, two golf courses, various recreation facilities, a marina, and a protected wildlife preserve.

Huntington Beach draws some of the largest crowds in the world for its popular events, including the U.S. Open of Surfing, Vans World Championship of Skateboarding, AVP Pro Beach Volleyball, the Surf City Marathon, and the Great Pacific Air Show. It’s also home to the International Surfing Museum, the Surfing Walk of Fame, the Bolsa Chica Ecological Reserve, and the Huntington Beach Art Center.

The community’s 35 elementary schools and five public high schools frequently receive local, state, and federal awards and honors, including recognition as California Distinguished Schools and National Blue Ribbon Schools. Golden West College, a community college, is also located in the City: Orange Coast College, the University of California, Irvine; and California State Universities at Long Beach and Fullerton also provide convenient proximity to higher education.

Huntington Beach has an extremely diversified business community: No single business or industry dominates the local economy, which supports leading commercial, industrial, and recreational industries with a diverse economic base from tourism and leisure to aerospace, high technology, and manufacturing.

To learn more about the City of Huntington Beach, please visit:
www.huntingtonbeachca.gov

CITY GOVERNMENT

What an exciting time to join the City of Huntington Beach! The COVID-19 pandemic brought City staff together like never before, fostering an environment of collaborative problem-solving across departments. In 2020, the City Council approved departmental restructuring plans that have resulted in a once-in-a-generation transformation of City operations, with an eye toward stellar customer service and cutting red tape. The City’s Executive Team is hiring new leaders at all levels of the organization to help implement this inspiring new vision. Will you join us?

Huntington Beach was incorporated as a Charter City in 1909 and operates under the Council/Manager form of government. A seven-member City Council serves as the governing body. Members are elected at-large to four-year overlapping terms, with the Mayor and Mayor Pro-Tem roles designated on an annual rotating basis.

The City Attorney, City Clerk, and City Treasurer are also elected, serve four-year terms, and they each serve as the administrative head of their respective departments.

The City organizes its operations through 11 major departments, including the Administrative Services, City Manager’s Office, Community Development, Community & Library Services, Finance, Fire, Police, and Public Works, along with the City Attorney’s Office, City Clerk’s Office, and City Treasurer’s Office.

The City is supported by nearly 1,400 employees, and has a General Fund budget of $227.9 million (total budget $424 million). Huntington Beach maintains an “AAA” credit rating.

ONE HB

In Huntington Beach, staff are fanatical about engaging in a team-oriented approach to municipal governance. Individuals who authentically practice the behavioral values of Humility, Exceptionality, Social Awareness, Passion, and Integrity will find success in the organization, which strives to be One Team, with One Focus, and One Goal.
ONE TEAM
We are one team... working together to serve the people of Huntington Beach exceptionally to inspire pride in our community.

ONE FOCUS
We have one focus... to stay fanatical about achieving municipal excellence by being active caretakers of our unique, people-centric HB culture.

ONE GOAL
We have one goal... to ensure that HB continually improves its standing as a premier coastal enclave as measured through the health of our people, our organization, our infrastructure, and our community.

POLICE DEPARTMENT
The Police Department is dedicated to providing a full complement of police service operations to the Huntington Beach community. The primary goal of the Huntington Beach Police Department is to maintain a partnership with the community, resulting in a safer community and an enhanced quality of life. The Department operates with the support of more than 356 sworn and civilian staff members and an annual budget that exceeds $79.2 million.

The City of Huntington Beach Police Department provides a variety of police services distributed amongst its four divisions: Administrative Operations, Uniform, Investigations, and Administrative Services. Each division is made up of bureaus which have distinct duties to respond to the needs of the citizens and the Department.

The Administrative Operations Division is responsible for facilities, budget/payroll, professional standards, training, community relations, press information, and jail.

The Uniform Division is the most visible division, performing core law enforcement functions, including uniform patrol, traffic enforcement, school resource officers, Homeless Task Force, Special Enforcement Team, and special events.

The Investigation Division is responsible for the Investigations Bureau, Special Investigations Bureau, and the Crime Lab.

The Administrative Services Division provides support services to the three other divisions, including human resources functions, communications, property/evidence, and records.

THE POSITION
The Police Chief serves at will and is appointed by and works under the administrative direction of the City Manager. Pursuant to the City Charter, the appointment of the Chief of Police will be made by the City Manager with City Council concurrence. The Police Chief serves on the City’s Executive Management team.

The Police Chief will be joining a high-energy, creative, and professional executive management team. The desired candidate for this position has been described in the following manner:

• Sets the tone for the Police Department, encourages collaboration and teamwork, and a high level of dedicated customer and community service at all times.
• A visionary and creative leader who serves as an advocate for progressive police operations and focus on future police department structural and operational needs.
• Skilled in utilizing a quality professional and technical staff, mindful of their abilities, and able to listen and make informed decisions. Possesses proven experience and is committed to staff development and succession planning.
• Possesses a participative leadership style and works effectively with other City departments, the executive management team and affiliated labor associations toward the common good of the organization and the service community.
• Effective in managing the department's financial resources and in communicating the department’s financial structure and position to internal and external stakeholders.

Priorities for the New Police Chief:
• Work with a variety of internal and external stakeholders to lead the City’s homeless response efforts, which includes a newly opened Homeless Navigation Center, to help meet the City Council’s goal of ending homelessness in Huntington Beach, called Project Zero.
• Implement and expand the Project HOPE mobile crisis response program, a first-of-its-kind effort, in partnership with Be Well OC.
• Strengthen cohesion with the department across labor associations.
  • Lead the Police Department’s evolution into a modern 21st century law enforcement agency.
  • Assist with a comprehensive redesign and development of a new police department facility.
  • Develop and implement innovative and cost-effective strategies to provide quality, professional police services to Huntington Beach residents, businesses and visitors.
• Strengthen and enhance relationships with community stakeholders to build trust and improve transparency in policing.
• Expand opportunities to acquire special project funding through grants and other non-traditional financial pathways.
• Develop a world-class local data collection and reporting framework.
THE IDEAL CANDIDATE

First and foremost, the City is seeking an individual who has an unwavering commitment to a team-based approach, and who recognizes that leaders must focus always on serving their people. Successful candidates must be genuinely committed to living the organization’s behavioral values, which include:

• Humility  • Exceptionality  • Social Awareness  • Passion  • Integrity

Outside of these behavioral characteristics, the City is looking for candidates that are excited about the opportunity to take a key leadership role in this area for one of the nation’s most desirable, premier coastal communities. An inspiring and hardworking leader who has mastered the art of helping others see what’s possible, the ideal candidate will be of the highest integrity and considered a role model in the profession. This person will have the ability to approach day-to-day operations with an optimistic can-do attitude and a constant eye toward results and continuous improvement. Familiarity with technology and tools that support contemporary business practices and maximum efficiency, coupled with a track record that reflects data-driven decision making and the delivery of exceptional outcomes, will be expected. Proven success with modernizing systems and processes and other significant change efforts will also be considered favorably. The individual selected will be a unifying mentor and team builder who prioritizes people and the needs of the team above personal ambitions. Known for being enthusiastic about people and their work, this person will also be an outstanding people manager capable of fostering an inclusive culture that is also characterized by high standards, accountability, and trust. The ideal candidate will be a highly engaged and motivating manager who is supportive of innovation and problem solving at the lowest level. This person will know how to foster healthy internal debates to arrive at the best outcomes as one cohesive team.

Driven by an obsession for the delivery of exceptional outcomes, the ideal candidate will convey a sophisticated understanding of external as well as internal customer needs and concerns. This individual will exhibit tremendous initiative and have a history that demonstrates the ability to address challenges with courage and confidence. Department leaders in Huntington Beach are expected to be resilient problem solvers and have an admirable ability to adapt while maintaining forward momentum.

The ideal Police Chief candidate will be well versed in all aspects of police service operations and administration. Competitive candidates will possess at least ten (10) years of increasingly responsible command and supervisory experience in a full-service police department. Five (5) years in a command position equivalent to a Police Captain and/or Assistant/Deputy Police Chief is desirable. Experience as a current Police Chief is preferred. A Bachelor’s degree from an accredited college or university with major course work in Administration of Justice, Criminology, Public Administration, or a closely related field. A Master’s degree is preferred.

A California POST Management and/or Executive Certification is preferred. Graduation from California POST Command College, FBI National Academy, or similar course is preferred.

COMPENSATION & BENEFITS

The salary range for the Police Chief is open and DOQ. The City of Huntington Beach also offers an attractive benefits package that includes:

Retirement — The City participates in the California Public Employees Retirement System (CalPERS) under a 3% @ 50 Safety benefit formula for Classic Members, and Members contribute the 9% employee share. New Members are Under a 2.7% @ 57 Safety benefit formula and contribute 11.75%. The City does not pay into Social Security; however, all employees pay 14.5% towards Medicare.

Insurance — Health (medical/dental/vision), life, and disability insurance is available to employees. IRS Section 125 medical and dependent care reimbursement plan (FSA) is available. Police Chief may elect to enroll in the CalPERS health insurance program offered by the City and contribute to a Retiree Medical Trust.

Deferred Compensation — Two voluntary deferred compensation 457 plans available.

Group Life Insurance — The City offers $50,000 of life insurance coverage, with employee option to purchase additional life insurance.

General Leave — General leave with pay of 175 hours per year is granted to regular employees. Additional general leave hours are earned after four years of service, up to 256 hours after fifteen years’ service.

Executive Leave — 80 hours per calendar year.

Holidays — Ten paid holidays are provided per calendar year.

Flexible Spending Accounts — Available where employees use pre-tax salary to pay for regular childcare, adult dependent care and/or medical expenses.

Auto Allowance — Vehicle provided or $500 per month.

TO APPLY

If you are interested in this outstanding opportunity, please apply online at:
www.bobmurrayassoc.com

Filing Deadline:
August 27, 2021

Following the closing date, resumes will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray and Associates. Candidates will be advised of the status of the recruitment following finalist selection. Finalist interviews will be held with the City of Huntington Beach. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval.

If you have any questions, please do not hesitate to call Gary Phillips at:
(916) 784-9080

Bob Murray & Associates
Experts in Executive Search