

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date:            August 15, 2005	Department ID Number:    AS-05-018

**CITY OF HUNTINGTON BEACH  
REQUEST FOR CITY COUNCIL ACTION**

**SUBMITTED TO:** HONORABLE MAYOR CITY COUNCIL MEMBERS

**SUBMITTED BY:** *Penelope Culbreth Graft*  
PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR

**PREPARED BY:** CHARLES THOMAS, ACTING DIRECTOR OF ADMINISTRATIVE SERVICES

**SUBJECT:** APPROVE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND JACK K. MARSHALL AS THE DIRECTOR OF INFORMATION SERVICES

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 HUNTINGTON BEACH, CA  
 2005 AUG -14 10:06

**Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)**

**Statement of Issue:**

A recruitment has been completed for the position of Director of Information Services. As a result, the City Administrator is recommending the appointment of Jack K. Marshall to the position as required by the City Charter.

**Funding Source:**

The position of Director of Information Services is a budgeted position in the fiscal year 2004/2005. No additional funding is required.

**Recommended Action:**

1. Approve the appointment of Jack K. Marshall to the position of Director of Information Services, and
2. Approve and authorize execution by the City Administrator the Employment Agreement between the City of Huntington Beach and Jack K. Marshall for the position of Director of Information Services.

**Alternative Action(s):**

Do not approve the appointment of Jack K. Marshall for the position of Director of Information Services.

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## REQUEST FOR ACTION

MEETING DATE: August 15, 2005

DEPARTMENT ID NUMBER:AS-05-018

**Analysis:** On December 2, 2004, the position of Director of Information Services for the City of Huntington Beach became vacant with the resignation of the Director. Since that time, the position has been filled with an acting director while recruitment for a replacement could be completed.

A Request for Proposal (RFP) process was initiated to identify and hire a consultant to conduct a recruitment for Director of Information Services. The following consulting firms submitted proposals: Avery and Associates, The Davis Company, The Mills Group, Alliance Resources, Robert Consulting Group and Bob Murray and Associates. The proposals were reviewed and evaluated and a contract for professional services was awarded to Avery and Associates to conduct the recruitment. Avery and Associates is well known and respected in the field of executive recruitment in the public sector.

The recruitment was positive and resulted in 58 applicants for the position. The applications were screened and seven of those candidates were invited to an interview panel. The panel consisted of Acting Assistant City Administrator Robert Beardsley, Fire Chief Duane Olson, Director of Building and Safety Ross Cranmer, City Treasurer Shari Freidenrich, City of Huntington Beach Finance Board Chairperson Charles Falzon, City of Los Angeles Information Technology General Manager Thera Bradshaw and Avery and Associates Consultant Paul Kimura.

City Administrator Dr. Penelope Culbreth-Graft conducted follow-up interviews with the finalists as recommended by the interview panel. As a result, she recommends City Council approval to appoint Jack K. Marshall to the position of Director of Information Services for the City of Huntington Beach effective September 19, 2005. A background/reference check of Mr. Marshall was conducted with positive results. Mr. Marshall is currently the Information Technology Manager for the City of Ventura. He has approximately 20 years of experience in the information systems/technology profession. His resume is attached.

### Environmental Status:

N/A

### Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Employment Agreement between the City of Huntington Beach and Jack K. Marshall for the position of Director of Information Services
13	2.	Resume of Jack K. Marshall

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**ATTACHMENT #1**

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
JACK K. MARSHALL**

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**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
JACK K. MARSHALL**

THIS AGREEMENT is entered into between the City of Huntington Beach, a California municipal corporation, subsequently called "City," and Jack K. Marshall, subsequently called "Department Head."

WITNESSETH

The City Administrator has been empowered to appoint and remove Department Heads, with approval of the City Council; and

The City, through the City Administrator, desires to employ the services of Jack K. Marshall as a Department Head, Director of Information Services of the City of Huntington Beach; and

It is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of Department Head; and

It is the desire of the City to:

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

(2) To provide a means for terminating Department Head's service at such time as he may be unable fully to discharge his duties due to disability or when City may otherwise desire to terminate his employ; and

Department Head desires to accept employment as Director of Information Services of the City;

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

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**SECTION 1. DUTIES.** City agrees to employ Jack K. Marshall as Director of Information Services 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 legally permissible duties and functions as the City Administrator shall from time to time assign. The Department Head 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) The Department Head shall serve for an indefinite term at the pleasure of the City Administrator and shall be considered an at-will employee of the City. Department Head's first day of work pursuant to this Agreement shall be September 19, 2005.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Administrator to terminate the employment of the Department Head at any time, subject only to the provisions set forth in Section 6, paragraphs (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 the Department Head to resign at any time from his position with the City, subject only to the provisions set forth in Section 6, paragraph (d), of this Agreement.

(d) Department Head agrees to remain in the exclusive employ of City for an indefinite period and shall neither accept other employment or become employed by any other employer without the prior written approval of the City Administrator until notice of resignation is given.

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

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construed to include occasional teaching, writing, consulting, or military reserve service performed on Department Head's time off, and with the advance approval of the City Administrator.

**SECTION 3. SALARY.** City agrees to pay Department Head for his services rendered pursuant to this Agreement at Range 637, Step C of the City's classification and compensation plan or resolutions or ordinances from time to time enacted that govern such compensation. The City Administrator may review Department Head's salary for a potential merit step increase at such time as she may deem convenient or necessary.

**SECTION 4. OTHER BENEFITS.** In addition to the foregoing benefits, Department Head shall also receive all such other benefits that are generally applicable to nonassociated employees (department heads) hired after December 27, 1997, as set forth in Exhibit A, attached hereto. Upon approval of the City Administrator, City will reimburse Department Head his reasonable moving and relocation expenses incurred prior to December 31, 2005 in an amount not to exceed Ten Thousand Dollars (\$10,000.00).

**SECTION 5. ADMINISTRATIVE LEAVE.** City Administrator may place the Department Head 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 Administrator terminates the employment of the Department Head, and during such time that Department Head is willing and able to perform his duties under this Agreement, then, the City shall pay to the Department Head a severance payment equal to salary payments which the Department Head would have been receiving over a twelve week period at the Department Head's current rate of

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pay in effect on the day prior to the date of termination. In addition, for the lesser of ninety (90) calendar days after the date of termination or the time the Department Head secures health and medical insurance through attainment of comparable employment, the City shall maintain and pay for health, medical, disability, the continuation of retirement benefits and life insurance in such amounts and on such terms as have been received by the Department Head and the Department Head's dependents at the time of such termination; however, no other or additional benefits shall accrue during this ninety (90) calendar-day period.

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

- (i) a willful breach of this agreement or the willful and repeated neglect by the Department Head to perform duties that he or she 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 Administrator terminates the Department Head without severance pay for any of the reasons set forth in Section (b)(1) above, and only in that case, the City Administrator shall provide the Department Head with written notice of proposed termination which contains the reason and factual basis for such action. Within ten days of such notice, the Department Head may request an opportunity to respond to the reasons and factual basis provided by the City Administrator. If such a request to respond is made, the City Administrator shall conduct a meeting, which may be informal in nature, at which the Department Head may respond to the notice of proposed termination. At such meeting, the Department Head may be represented by an attorney of his choice and present evidence or

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information relevant to the reasons and factual basis set forth in the notice of proposed termination. Subsequently, the decision of the City Administrator 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 Department Head from its then current year level, except as part of an across-the-board reduction for all Department Heads of City, or in the event City refuses, following written notice, to extend to the Department Head any nonsalary benefit customarily available to all Department Heads, or in the event the Department Head resigns following a suggestion, whether formal or informal, by the City Administrator that he or she resign, then, in those events, the Department Head may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to extend or such suggestion of resignation within the meaning and context of the severance pay provision in paragraph (a) above; provided that such option to be deemed terminated must be exercised by written notice from the Department Head to the City Administrator 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 the Department Head exercises the option to be deemed terminated.

(d) In the event Department Head voluntarily resigns his position, the Department Head shall give City written notice at least thirty (30) days prior to the last workday, unless the City Administrator and Department Head otherwise agree. Unless there is agreement to the contrary, if the Department Head fails to provide such notice to the City Administrator, any right to accrued benefits for sick pay shall terminate.

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(e) It is understood that after notice of termination in any form, Department Head and 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 Department Head is totally disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or ill health, he or she shall be eligible for Disability Leave upon exhausting all accrued sick leave and vacation leave, and duty injury leave if applicable. Disability Leave shall be unpaid and shall be approved by the City Administrator 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 the Department Head. If the Department Head is unable to return to work at that time, City shall have the option to terminate the employment of the Department Head, subject to the requirements imposed on the City by Section 6, paragraph (a).

**SECTION 8. PERFORMANCE EVALUATION.** The City Administrator shall review and evaluate in writing the performance of the Department Head at least once annually. That review and evaluation shall be in accordance with specific criteria developed in consultation with the Department Head and City Administrator. Those criteria may be added to or deleted from as the City Administrator may from time to time determine, in consultation with the Department Head.

**SECTION 9. PROFESSIONAL DEVELOPMENT.** City agrees to budget and pay for professional memberships normally accorded Department Heads. The Department Head shall also receive paid leave, plus registration, travel and reasonable expenses for short courses, conferences and seminars that are necessary for his personal development and, in the judgment of

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the City Administrator, for the good of the City, and subject to budget limitations and to established travel policies and procedures.

**SECTION 10. FINANCIAL DISCLOSURE.** The Department Head shall report to the City Administrator any ownership interest in real property within the County of Orange, excluding personal residence. Also, the Department Head shall report to the City Administrator 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 the Department Head to the City Administrator 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, the Department Head shall report in writing to the City Administrator 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 11. INDEMNIFICATION.** City shall defend and indemnify the Department Head against any action, including but not limited to any: tort, professional liability claim or demand, or other noncriminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Department Head's duties as an employee or officer of the City, other than an action brought by the City against the Department Head, or an action filed against the City by the Department Head. In addition, the City shall pay the reasonable expenses for the travel, lodging, meals, and lost worktime of the Department Head should the Department Head be subject to such, should an action be pending after termination of the Department Head. City shall be responsible for and have authority to compromise and settle any action, with prior consultation

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with Department Head, and pay the amount of any settlement or judgment rendered on that action. Department Head shall cooperate fully with the City in the settlement, compromise, preparation of the defense, or trial of any such action.

**SECTION 12. GENERAL PROVISIONS.**

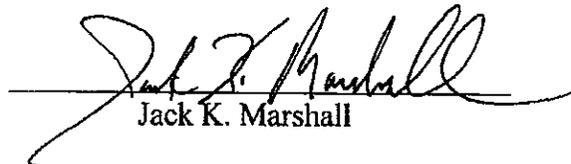
- (a) The text here shall constitute the entire Agreement between the parties.
- (b) This Agreement shall become effective commencing September 19, 2005.
- (c) If any provision, or any portion of any provision, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder 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, the City of Huntington Beach has caused this Agreement to be signed and executed on its behalf by its City Administrator, and the Department Head has signed and executed this Agreement, both in duplicate, on August 2, 2005.

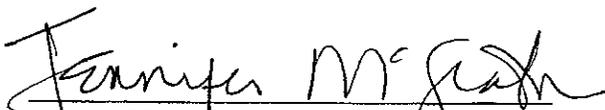
THE CITY OF HUNTINGTON BEACH:

By:

Penelope Culbreth-Graft  
City Administrator

  
Jack K. Marshall

APPROVED AS TO FORM:

  
Jennifer McGrath, City Attorney

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**ATTACHMENT #2**

SUMMARY

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I have extensive experience leading information technology organizations with a leadership style focused on building capable and empowered teams. My core values include participation, collaboration and partnership. I have significant experience managing complex technology projects involving internal staff, vendor and financial resources and their associated organizational changes. I have strong interpersonal communications skills and extensive experience writing and delivering presentations to senior management, elected and appointed officials, committees, clients, citizen and industry groups.

PROFESSIONAL EXPERIENCE

**Information Technology Manager** - City of Ventura California, January 2002 – Present

Areas of Responsibility

Information Systems, Telecommunications, GIS, Graphics Design, Office Services, Reprographics and Mail Services

Major Initiatives

- Ventura Institutional Network (I-Net) Joint Powers Agency partnership with the city's two cable television providers to link 63 sites of the City of Ventura, Ventura County, Ventura Community College and the Ventura Unified School District in a high-speed fiber optic network.
- Received the *Award for Excellence in Information Technology Practices* for 2003 and 2004 from the Municipal Information Systems Association of California
- Replacement of the City's core management systems, including: human resources, payroll, general ledger, accounts payable, budget, fixed assets, grant accounting, accounts receivable, general billing, cash receipts, purchasing, warehouse management, utility billing, business license, permitting and code enforcement.
- Geographic information system three-dimensional modeling of Ventura for development planning

**Senior Project Manager** - Swedish Medical Center, Seattle, Washington July – December 2001

Areas of Responsibility

Contract information technology project manager

Projects Managed

- Swedish and Providence Medical Center network standardization and consolidation
- HIPAA - compliant network user security profile implementation
- PC, server and network equipment infrastructure upgrade
- UNIX server consolidation

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# Jack K. Marshall

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## Senior Associate

MTG Management Consultants, Seattle, Washington 2000 – 2001

### Areas of Responsibility

Senior consultant for firm specializing in information technology projects for government agencies

### Projects Managed

- Kansas Department of Health Vital Statistics Integrated Information System needs assessment
- Ohio Juvenile Justice Information System strategic and tactical plans
- Michigan State Police criminal history case and records management system

## Information Services Manager

City of Redmond, Washington 1991-99

### Areas of Responsibility

Information Systems, Telecommunications and Reprographics and Mail Services

### Major Initiatives

- Developed and implemented intranet-based real-time financial reports for a DEC/VAX-based legacy financial system.
- Developed a Microsoft Exchange/Outlook-enabled intranet-based purchase requisition workflow system. The system was designed in collaboration with Microsoft technical staff and based on their internally developed system.
- Implemented a public safety computer-aided dispatch and records management system
- Updated Strategic Technology Plan
- Managed Year 2000 assessment and remediation for all city technology systems

## Management Information Systems Manager

City and County of San Francisco, California 1988-91

### Areas of Responsibility

Management of PC and network technical support, training and internal consulting programs

Member of the Chief Administrative Officer's Information Technology Steering Committee

### Major Initiatives

- Developed and expanded City computer training and internal consulting programs
- Implemented PC LAN systems to replace minicomputer/terminal infrastructure

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# Jack K. Marshall

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## **Management Information Systems Customer Services Manager**

Solano County, California 1985-88

### Areas of Responsibility

End-User Support and Telecommunications

### Major Initiatives

- Planned, designed and implemented the county's data processing training center, training and support programs
- Designed and implemented technical and training support programs for Solano County Superior Court Case Tracking and Inmate Management System projects
- Managed Data Communications Network Infrastructure Upgrade project

### Teaching Experience

#### Part-Time Undergraduate and Graduate Courses

- University of Phoenix, Seattle Washington 1998-2001
- Antioch University, Seattle, Washington 1994-96
- Saint Mary's College of California, Moraga, California 1987-91
- Golden Gate University, San Francisco, California 1984-91

### **EDUCATION**

- M.S., Business Administration, Northern Illinois University De Kalb, Illinois
- B.A., Northern Illinois University De Kalb, Illinois

### Technology Training

- *Strategic Information Systems Planning*, American Management Association
- *Total Quality Management*, University of Washington
- *Project Management*, IBM Information Systems Management Institute
- *Project Management*, University of California Santa Barbara
- *Information Center Management*, IBM Information Systems Management Institute.

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