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**CITY OF IRVINE CITY COUNCIL
GREAT PARK AUDIT**

IN RE:)
ORANGE COUNTY GREAT PARK AUDIT) **DECLARATION OF**
) **SEAN JOYCE**
)
)
)
)

DECLARATION OF SEAN JOYCE

I, SEAN JOYCE, declare as follows:

1. I am the City Manager for the City of Irvine (“City” or “Irvine”). I have served as City Manager of Irvine since 2005. I have personal knowledge of the facts contained herein. I am making this declaration for the official proceedings concerning the Great Park Audit (the “Audit”).
2. I have reviewed within the past week, among other materials, the relevant portions of the deposition of Sukhee Kang and the Exhibits to Mr. Kang’s deposition in the Audit. Exhibits 1 to 7 of Mr. Kang’s deposition concern professional services provided by Gafcon, Inc. to Stu Mollrich for at least one home in Laguna Beach, relevant contract provisions of the Schematic Design Agreement and relevant portions of Change Order 35.
3. Until they were presented to me by Special Audit Counsel Anthony Taylor, I had been unaware of the above-referenced exhibits concerning professional services provided by Gafcon, Inc. to Stu Mollrich for at least one home in Laguna Beach between 2008 to 2010. This information was not previously disclosed to me by any member of the Design Studio, Mr. Mollrich

1 or any other person or entity prior to the Audit. The City relied on the Great Park Design Studio to
2 oversee work done by Forde & Mollrich, who was a subconsultant of the Design Studio under the
3 Schematic Design Agreement. The City also relied on the Great Park Design Studio and Forde &
4 Mollrich to fully disclose all potential conflicts of interest to the City prior to the approval by the
5 City Council of any contracts or change orders involving them or their principals.

6 4. The Schematic Design Agreement contained numerous provisions prohibiting
7 conflicts of interest and requiring full disclosure of any potential conflicts of interest. These
8 provisions are found at Exhibit 1 of Mr. Kang's deposition transcript in the Audit (the "Conflict of
9 Interest Provisions").

10 5. Full compliance with these Conflict of Interest Provisions is of critical importance to
11 the City to protect the integrity of the contracting process. Compliance with these Conflict of
12 Interest Provisions was required.

13 6. Had any council member, staff member, contractor or individual come to me with
14 the information set forth in Exhibits 1 to 7 of Mr. Kang's deposition in the Audit concerning
15 professional services provided by the Great Park Design Studio to Stu Mollrich for at least one
16 home in Laguna Beach, I would have fully investigated this matter, contacted the City Attorneys'
17 Office to determine what corrective action was necessary to ensure compliance with all relevant
18 provisions of the Schematic Design Agreement before making any recommendations to the City
19 Council to authorize further payments to the Design Studio and Forde & Mollrich.

20 7. Additionally, based on information I have reviewed, the total amount paid by the
21 City exceeds \$4 Million for the change orders and the amount of the Close Out Agreement that was
22 approved by the City Council during the relevant time period in 2009 to 2010.

23
24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Executed on this 4th day of March, 2015, at Irvine, California.

27
28 
SEAN JOYCE