

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: November 21, 2005	Department ID Number: AD05-18

**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 DEPUTY CITY ADMINISTRATOR

SUBJECT: APPROVE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH AND ROBERT W. HALL AS A DEPUTY CITY ADMINISTRATOR

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 CITY CLERK
 HUNTINGTON BEACH

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

A recruitment has been completed for the open position of Deputy City Administrator. As a result, the City Administrator is recommending the appointment of Robert W. Hall to the position as required by the City Charter.

Funding Source:

The position of Deputy City Administrator is a budgeted position in fiscal year 2005/2006. No additional funding is required.

Recommended Action:

1. Approve the appointment of Robert W. Hall to the position of Deputy City Administrator, and
2. Approve and authorize execution by the City Administrator the Employment Agreement between the City of Huntington Beach and Robert W. Hall for the position of Deputy City Administrator.

Alternative Action(s):

Do not approve the appointment of Robert W. Hall for the position of Deputy City Administrator.

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REQUEST FOR ACTION

MEETING DATE: November 21, 2005

DEPARTMENT ID NUMBER:AD05-18

Analysis:

On March 21, 2005, the Huntington Beach City Council approved changes to the citywide Table of Organization. The changes included the deletion of the Assistant City Administrator and Administrative Services Director positions and the addition of two Deputy City Administrators. One Deputy City Administrator would be assigned for internal City Services while the other would work with development related City departments.

A Request for Proposal (RFP) process had been initiated to identify and hire a consultant to conduct a recruitment for both Deputy City Administrators positions. 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 86 applications for the two positions. The applications were screened for a Deputy City Administrator for City Services and eventually three candidates were invited to an interview panel focusing on City Services. The panel consisted of Fire Chief Duane Olson, City Attorney Jennifer McGrath, Director of Community Services Jim Engle, Library Director Ron Hayden, City of Huntington Beach Personnel Commission Chairperson Matthew Hunt, and Acting Deputy City Administrator Charles Thomas.

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 Robert W. Hall to the position of Deputy City Administrator for City Services effective December 5, 2005. Mr. Hall has approximately 17 years of public employment experience. He most recently has been employed as the General Services Director for the City of Riverside, California for approximately five and one-half years. He has also served as the interim Human Resources Director for the City of Riverside.

Environmental Status:

N/A

Attachment(s):

City Clerk's Page Number	No.	Description
	1.	Employment Agreement between the City of Huntington Beach and Robert W. Hall for the position of Deputy City Administrator
	2.	Resume of Robert W. Hall

E-2.2

ATTACHMENT ONE

E-2.3

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**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
ROBERT W. HALL**

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**EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
ROBERT W. HALL**

THIS AGREEMENT is entered into between the City of Huntington Beach, a California municipal corporation, subsequently called "City," and Robert W. Hall, subsequently called "Hall."

WITNESSETH

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

The City, through the City Administrator, desires to employ the services of Robert W. Hall as a Deputy City Administrator 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 Hall; and

It is the desire of the City to:

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

(2) To provide a means for terminating Hall'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

Hall desires to accept employment as a Deputy City Administrator of the City;

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

SECTION 1. DUTIES. City agrees to employ Hall as a Deputy City Administrator 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. Hall 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) Hall shall serve for an indefinite term at the pleasure of the City Administrator and shall be considered an at-will employee of the City. Hall's first day of work pursuant to this Agreement shall be December 5, 2005.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Administrator to terminate the employment of Hall 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 Hall 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) Hall 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 construed to include occasional teaching, writing, consulting, or military reserve service performed on Hall's time off, and with the advance approval of the City Administrator.

SECTION 3. SALARY. City agrees to pay Hall for his services rendered pursuant to this Agreement at Range 645, Step E 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, Hall 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.

SECTION 5. ADMINISTRATIVE LEAVE. City Administrator may place Hall 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 Hall, and during such time that Hall is willing and able to perform his duties under this Agreement, then, the City shall pay to Hall a severance payment equal to salary payments which Hall would have been receiving over a twelve week period at Hall's current rate of 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 Hall 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 Hall and Hall'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 Hall without severance pay:

(i) a willful breach of this agreement or the willful and repeated neglect by Hall 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 Administrator terminates Hall 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 Hall with written notice of proposed termination which contains the reason and factual basis for such action. Within ten days of such notice, Hall 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 Hall may respond to the notice of proposed termination. At such meeting, Hall 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 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 Hall 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 Hall any nonsalary benefit customarily available to all department heads, or in the event Hall resigns following a suggestion, whether formal or informal, by the City Administrator that he resign, then, in those events, Hall 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 Hall 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 Hall exercises the option to be deemed terminated.

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

(e) It is understood that after notice of termination in any form, Hall 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 Hall is totally disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or ill health, he 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 Hall. If Hall is unable to return to work at that time, City shall have the option to terminate the employment of Hall, 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 Hall at least once annually. That review and evaluation shall be in accordance with specific criteria developed in consultation with Hall 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 Hall.

SECTION 9. PROFESSIONAL DEVELOPMENT. City agrees to budget and pay for professional memberships normally accorded department heads. Hall 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 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. Hall shall report to the City Administrator any ownership interest in real property within the County of Orange, excluding personal residence. Also, Hall 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 Hall 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, Hall 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 Hall 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 Hall's duties as an employee or officer of the City, other than an action brought by the City against Hall, or an action filed against the City

by Hall. In addition, the City shall pay the reasonable expenses for the travel, lodging, meals, and lost worktime of Hall should Hall be subject to such, should an action be pending after termination of Hall. City shall be responsible for and have authority to compromise and settle any action, with prior consultation with Hall, and pay the amount of any settlement or judgment rendered on that action. Hall shall cooperate fully with the City in the settlement, compromise, preparation of the defense, or trial of any such action.

SECTION 12. GENERAL PROVISIONS.

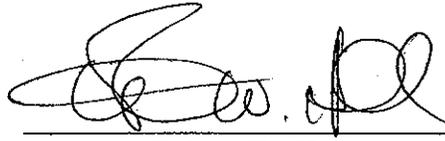
- (a) The text here shall constitute the entire Agreement between the parties.
- (b) This Agreement shall become effective commencing December 12, 2005.
- (c) If any provision, or any portion of any provision, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder 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 hereto.

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 Hall has signed and

executed this Agreement, both in duplicate, on November 21, 2005.

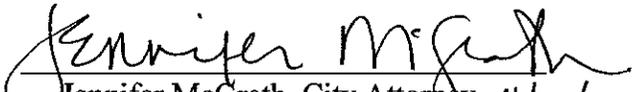
THE CITY OF HUNTINGTON BEACH:

By: _____
Penelope Culbreth-Graft
City Administrator



Robert W. Hall

APPROVED AS TO FORM:



Jennifer McGrath, City Attorney 11/7/05

ATTACHMENT TWO

E-2.13

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CANDIDATE SUMMARY SHEET

NAME & ADDRESS

Robert W. Hall

EDUCATION

M.P.A.
California State University
San Bernardino, CA

B.S.
California State University
San Bernardino, CA

EXPERIENCE

General Services Director
City of Riverside, CA
2000-Present

Interim Human Resources Director
City of Riverside, CA
2003

Riverside Site Manager
Riverside Community College
1993-2000

Site Manager
Moreno Valley Campus
1991-1993

Grounds Manager
Riverside City Campus
1988-1991



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ROBERT W. HALL

2649 Anna Street

SUMMARY OF EXPERIENCE AND OBJECTIVE

Eighteen years experience in Public Administration including higher education and municipal government. Seeking a Deputy City Administrator level position in the City of Huntington Beach, which will allow me to continue to grow professionally and provide a quality living environment for my family.

EDUCATION

Master of Public Administration June, 1996
California State University, San Bernardino

Bachelor of Science June, 1985
California State University, San Bernardino

PROFESSIONAL EXPERIENCE

CITY OF RIVERSIDE, Riverside, California

General Services

General Services Director

March, 2000--Present

- Responsible for all aspects of facilities management for City Municipal Building and Facilities.
- Develop and Administer Capital Improvement Plan for Municipal Building and Facilities and present all necessary reports to relevant Boards, Commissions and City Council as necessary.
- Responsible for City telecommunication system including maintenance, upgrades and replacement cycles of equipment and funding strategies.
- Responsible for all Fleet Management Operations including replacement cycles, grant funds and regulatory measures.
- Represent the City of Riverside as Board Member of Western Riverside County Clean Cities Coalition.
- Serve as the City of Riverside's Real Property Manager.
- Responsible for all City property acquisition, disposal, and relocation for City Departments.
- Responsible to develop and manage department budget for General Services including presentations necessary to relevant Boards and City Council for adoption.

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Human Resources

Interim Human Resources Director

March, 2003—October 2003

RIVERSIDE COMMUNITY COLLEGE, Riverside, California

Riverside Site Manager

September, 1993--March 2000

Riverside City Campus

- Develop and administer District Capital Improvement Program including applications for State funding and presentations at the State and Local level.
- Oversee construction projects.
- Plan and submit Capital Construction Plans as well as space inventory and load ratios.
- Oversee and plan the ADA remediation and transmission plan.
- Manage and supervise staff of 85 within the three District campuses.
- Project estimates; evaluate bids, development of specifications.
- Develop and administer district operations and maintenance budget exceeding \$5 million.

Site Manager

January, 1991--September, 1993

Moreno Valley Campus

- Responsible for directing and assignment of work to maintenance and operations employees.
- Participation in the development and administration of departmental operating budget.
- Develop goals and objectives for maintenance and operations department.
- Identify and submit projects for funding through the State Deferred Maintenance Program.
- Assist in the development of District emergency and disaster preparedness plan.
- Oversee construction projects.
- Assist in interpreting college programs to the general public through community contacts and participation in county and state activities.

Grounds Manager

August, 1988- January, 1991

Riverside City Campus

- Responsible for directing and assignment of work for the Grounds Department employees.
- Participation in the development and administration of department budget, goals and objectives.

PROFESSIONAL AFFILIATIONS

- Past President Inland Empire Chapter, American Society for Public Administrators;
- Program Advisory Board, California State University San Bernardino, Public Administration Department;
- Vice President, Riverside Sunrise Rotary
- Riverside Clean Air Advisory Board

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