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M. WARREN, #1

APPROVED 7-0



## CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

**MEETING DATE:** 9/16/2013

**SUBMITTED TO:** Honorable Mayor and City Council Members

**SUBMITTED BY:** Fred A. Wilson, City Manager

**PREPARED BY:** Michele Warren, Director of Human Resources

**SUBJECT:** Approve the appointment of Kenneth A. Domer to the position of Assistant City Manager

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**Statement of Issue:** A national recruitment has been conducted for the position of Assistant City Manager. The City Manager is recommending the appointment of Kenneth A. Domer to the position.

**Financial Impact:** The position of Assistant City Manager is a budgeted position within the 2013-14 Fiscal Year Budget. No additional funding is required

**Recommended Action:**

- A) Approve the appointment of Kenneth A. Domer to the position of Assistant City Manager; and,
- B) Approve and authorize the City Manager to execute the Employment Agreement between the City of Huntington Beach and Kenneth A. Domer for the position of Assistant City Manager.

**Alternative Action(s):** Do not approve the appointment of Kenneth A. Domer for the position of Assistant City Manager and direct the City Manager to re-launch a national recruitment.

**Analysis:** The City of Huntington Beach recently tendered the resignation of Assistant City Manager - Bob Hall. The City utilized the services of Ralph Andersen & Associates, Inc. to conduct a nationwide recruitment to fill the vacancy. Six (6) candidates were invited to interview with two interview panels (one external professional panel and one staff panel) evaluating each candidate.

The City Manager conducted follow-up interviews and reference checks. The City Manager recommends City Council approval to appoint Kenneth A. Domer to the position of Assistant City Manager, effective October 14, 2013. The contractual compensation is recommended at Non-Associated/Executive Management Range 721, Starting Point (Step A). The annual salary is \$165,384.

**Environmental Status:** NA

**Strategic Plan Goal:**

Develop, retain and attract quality staff

**Attachment(s):**

- 1. Resume – Kenneth A. Domer
- 2. Employment Contract

## Kenneth Anthony Domer

### Professional Experience

#### **City of Placentia**

**Assistant City Administrator, Development Services [12-08 to present]**

Assist City Administrator in day-to-day operations of City of 50,000 residents with direct responsibility for redevelopment/Successor Agency and Oversight Board operations, Economic Development, Planning, Building and Code Enforcement. As Director of Development Services, conduct Planning Commission meetings and direct current and advanced planning activities. Oversee, in Assistant City Administrator capacity, Public Works and Engineering Divisions. Directly assist with Community Development Block Grant funding, Police Department video surveillance systems, leased properties and Animal Control Services contract. Draft staff reports, resolutions, ordinances and conduct in-depth analysis of regulations, legislation and other external challenges. Assist City Administrator in revenue enhancement and expenditure reduction efforts due to the City's severe fiscal challenges. Served on negotiating team for general employee labor discussions and participate in overall negotiation strategies.

- Working with Administrative Services Director, crafted and implemented reorganization of Finance Department staffing allocation in response to external audit findings.
- Working with City Administrator, positioned City for forthcoming Metrolink Station, downtown Parking Structure and downtown affordable housing projects.
- Served as Community Development Block Grant application leader which reversed the City's denial of applications and successfully obtained more than \$400,000 in CDBG funds for city-wide ADA improvements, park improvements, and ADA improvements at City Hall.
- Successfully negotiated purchase of non-conforming automotive facility in residential neighborhood and demolition of structures for eventual single family affordable housing development.
- Coordinated multi-departmental team to relocate aerospace manufacturer into Placentia and worked with ownership to position for successful utilization of federal small business incentives.
- Primary contact with Placentia Chamber of Commerce and Downtown Merchants Association.
- Executive Director of Oversight Board to Successor Agency. Successfully defended reimbursement agreement between Agency and City for certificates of participation and compilation of Recognized Obligation Payment Schedule for 100% acceptance by State. Primary lead on Meet and Confer sessions with State Department of Finance.
- Coordinate communications to City Council and public, draft economic development articles for Placentia Quarterly newsletter to residents, update divisional web pages to ensure current and consistent information.

#### **City of Villa Park**

**City Manager/City Clerk [5-05 to 12-08]**

Appointed by City Council to handle all City operations on daily basis, provide executive oversight of City staff, implement Council policy through program development and implementation, develop fiscally conservative city-wide budget, manage multiple contractual relationships to include building and engineering services, law enforcement and emergency medical and fire services (OCFA). Perform all regular functions and duties of City Clerk, Director of Finance, Director of Planning, Director of Public Works, Director of Public Protection. Additionally performed administrative duties of Human Resources and Information Technology. Directly administered City staff of up to 6 full and part-time employees in addition to four contract employees maintaining office hours. Primarily responsible for

City Council staff reports, policy development and program implementation related to all City departments. As City Manager with far reaching responsibility of City functions, I was required to be proficient in multiple department knowledge areas and capable of decisions benefiting the City in disparate situations on a daily basis.

- Successfully negotiated with the Regional Water Quality Control Board to reduce possible administrative civil liability from historical water quality program shortcomings while leading internal effort to remedy identified programmatic deficiencies and put into action sound best management practices.
- Successfully guided City through the public education and implementation of a Sewer Service User Charge which assessed each residential parcel \$16.15 monthly for sanitary sewer improvements and maintenance. Three user charge funded improvements completed 40% of high priority projects during my tenure.
- Developed three balanced and conservative budgets utilizing a strategic financial planning process that ensured City services and programs were insulated from continued State and economic financial woes.
- Reorganized City personnel and office utilization to implement a flexible and proactive service delivery in relation to the City's size and ability to handle staffing costs.
- Pursued and obtained grant funding for over 50% of proposed capital improvement projects in Fiscal Year 2008-09 budget and attained use of non General Fund dollars at over 70%.
- Led revision and update of codified ordinances, policies, and procedures to ensure that City services were up-to-date, efficient and effectively delivered to residents and customers.
- Acting as City Clerk and Election Official, successfully ran the 2006 election with five candidates for three offices and one ballot measure as well as presided over initial recall effort that failed to qualify.
- Served as Vice-Chair of the City Managers Committee for the California Joint Powers Insurance Authority and implemented risk management practices to achieve the most improved City member award for 2008.
- Served on City Managers' Committee for Orange County Fire Authority.

**Social Services Agency – County of Orange**  
**Strategic Planning Manager** [9-04 to 5-05]

**City of Orange Planning Commission**  
**Planning Commissioner** [10-03 to 5-05]

**Housing & Community Development Department – County of Orange**  
**Section Chief, Community Development** [7-99 to 9-04]

**Supervisor Thomas W. Wilson – Orange County Board of Supervisors**  
**Executive Assistant to the Supervisor** [1-97 to 7-99]

**Orange County Board of Supervisors**  
**Executive Assistant to Supervisor Saltarelli** [11-96 to 1-97]  
**Management Intern to Supervisor Bill Steiner** [6-96 to 9-96]

**City of Orange - Office of the City Manager** [5-96 to 11-96]  
**Management Intern** – Assisted the City Manager on special projects.

**Master of Public Administration – University of Southern California** [1-96 to 5-97]  
Left state service to finalize degree program and return to Orange County.

**California Environmental Protection Agency** [4-94 to 1-96]  
**Special Assistant to the Secretary**

**Office of the Governor - State of California** [7-91 to 4-94]

## Education

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**California State Polytechnic University, Pomona**

Master of Urban and Regional Planning (39 units completed)

**University of Southern California**

Master of Public Administration, May 1997

Public Finance Emphasis

**University of Southern California**

Bachelor of Arts, Political Science, May 1991

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF HUNTINGTON BEACH AND  
KENNETH A. DOMER**

THIS AGREEMENT is entered into between the City of Huntington Beach, a California municipal corporation, subsequently called "City," and Kenneth A. Domer, subsequently called "Domer."

WITNESSETH

The City Manager has been empowered to appoint and remove department directors, officers, and employees of the City except elective officers and the Chief of Police; and

The City, through the City Manager, desires to employ the services of Domer as Assistant City Manager 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 Domer; and

It is the desire of the City to:

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

(2) To provide a means for terminating Domer'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

Domer desires to accept employment as the Assistant City Manager 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 Domer as the Assistant City Manager 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 Manager shall from time to time assign. Domer 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) Domer shall serve for an indefinite term at the pleasure of the City Manager and shall be considered an at-will employee of the City. Domer's first day of work pursuant to this Agreement shall be October 14, 2013.

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

(c) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Domer 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) Domer agrees to remain in the exclusive employ of City for an indefinite period 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 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 Domer's time off, and with the advance approval of the City Manager.

**SECTION 3. SALARY.** City agrees to pay Domer for his services rendered pursuant to this Agreement at Range 721, Step A 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.** Unless specifically modified herein, in addition to the foregoing benefits, Domer 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 City Council Resolution No. 2010-15 (as amended), a copy of which is attached hereto as Exhibit "A" and incorporated by this reference as though fully set forth herein, except that Domer shall pay the full employee share (8% of salary) for his participation in PERS.

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

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

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

(e) It is understood that after notice of termination in any form, Domer 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 Domer 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 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 Domer. If Domer is unable to return to work at that time, City shall have the option to terminate the employment of Domer, subject to the requirements imposed on the City by Section 6, paragraph (a).

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

**SECTION 9. PROFESSIONAL DEVELOPMENT.** City agrees to budget and pay for professional memberships normally accorded department heads. Domer 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 Manager, for the good of the City, and subject to budget limitations and to established travel policies and procedures.

**SECTION 10. FINANCIAL DISCLOSURE.** Domer shall report to the City Manager any ownership interest in real property within the County of Orange, excluding personal residence. Also, Domer shall report 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 which the City intends to make a purchase. Such reporting shall be made in writing by Domer to the City Manager 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, Domer 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.

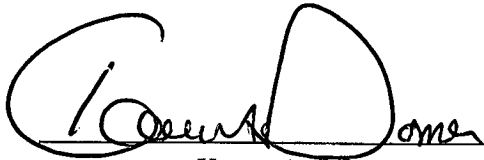
**SECTION 11. INDEMNIFICATION.** City shall defend and indemnify Domer against any action, including but not limited to any: tort, professional liability claim or demand, or other noncriminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Domer's duties as an employee or officer of the City, other than an action brought by the City against Domer, or an action filed against the City by Domer. In addition, the City shall pay the reasonable expenses for the travel, lodging, meals, and lost worktime of Domer should Domer be subject to such, should an action be pending after termination of Domer. City shall be responsible for and have authority to compromise and settle any action, with prior consultation with Domer, and pay the amount of any settlement or judgment rendered on that action. Domer shall cooperate fully with the City in the settlement, compromise, preparation of the defense, or trial of any such action.



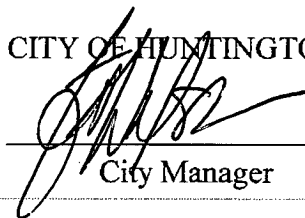
**SECTION 12. GENERAL PROVISIONS.**

- (a) The text here shall constitute the entire Agreement between the parties.
- (b) This Agreement shall become effective commencing October 14, 2013.
- (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.

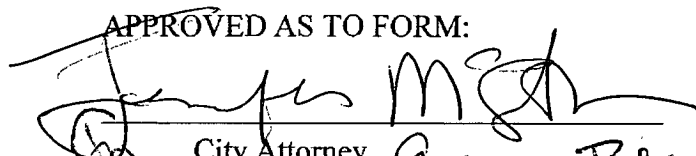
IN WITNESS WHEREOF, the City of Huntington Beach has caused this Agreement to be signed and executed on its behalf by its City Manager, and Domer has signed and executed this Agreement, both in duplicate, on SEPTEMBER 16, 2013.

  
Kenneth A. Domer

CITY OF HUNTINGTON BEACH

  
City Manager

APPROVED AS TO FORM:

  
City Attorney  
9-10-13 9-20-13 P-2 9/10/2013