

RESOLUTION NO. 22-76

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VERNE, COUNTY OF LOS
2 ANGELES, STATE OF CALIFORNIA, AUTHORIZING AN EMPLOYMENT AGREEMENT
3 WITH KENNETH DOMER FOR THE POSITION OF CITY MANAGER EFFECTIVE
4 DECEMBER 19, 2022

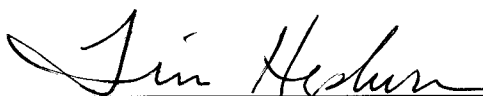
5 **BE IT RESOLVED** by the City Council of the City of La Verne as follows:

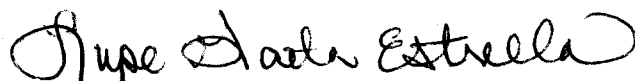
6 **Section 1.** That the Interim City Manager and Assistant City Clerk of the City of
7 La Verne be and they are hereby authorized to execute an Employment Agreement with
8 Kenneth Domer for the position of City Manager to said Agreement being in the form attached
9 hereto and made a part hereof by reference as though the same were set forth in full herein.

10 **Section 2.** The Mayor shall sign and the Assistant City Clerk shall certify to the
11 passage and adoption of this Resolution and thereupon the same shall take effect and be in
12 force.

13 **APPROVED AND ADOPTED** this 21st day of November, 2022.

14 **ATTEST:**


15 
16 _____
17 Tim Hepburn, Mayor

18 
19 _____
20 Lupe Gaeta Estrella, Assistant City Clerk

21 **CERTIFICATION**

22 I hereby certify that the foregoing **Resolution No. 22-76** was duly and regularly adopted by the
23 City Council of the City of La Verne at a meeting thereof held on the **21st day of November,**
24 **2022**, by the following vote:

25 **AYES:** Kashifalghita, Johnson, Lau, Crosby, and Mayor Hepburn.
26 **NOES:** None.
27 **ABSENT:** None.
28 **ABSTAIN:** None.

29 

Lupe Gaeta Estrella, Assistant City Clerk

Agenda Report

CITY OF LA VERNE
City Attorney's Office

Approved on 11/21/2022 at
the regular meeting of the
La Verne City Council.

DATE: November 21, 2022
TO: Honorable Mayor and City Council
FROM: Robert Kress, City Attorney *RK*
SUBJECT: Approval of City Manager Agreement

AGENDA SUMMARY:

After completing a comprehensive search for a new City Manager with the assistance of a professional executive recruitment firm, the City Council has unanimously selected Ken Domer as La Verne's next City Manager. The terms and conditions of Mr. Domer's employment are contained in an employment contract that is presented for Council approval.

RECOMMENDATION:

It is our recommendation that the City Council approve the City Manager employment agreement with Kenneth Domer.

Attachment: City Manager Employment Agreement.

**EMPLOYMENT AGREEMENT
CITY MANAGER**

THIS AGREEMENT, made and entered into this 21st day of November, 2022, by and between the CITY OF LA VERNE ("CITY") and KENNETH DOMER ("EMPLOYEE")

WHEREAS, the CITY desires to employ EMPLOYEE to serve as City Manager; and

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

1. DUTIES. CITY hereby employs EMPLOYEE as City Manager effective December 19, 2022. EMPLOYEE shall have all of the duties of the City Manager specified in state law, the La Verne Municipal Code and all other policies and procedures of the CITY.

2. TERM. The term of this Agreement shall be for three (3) years and shall terminate on EMPLOYEE'S anniversary date December 19, 2025. The parties may agree to extend this Agreement for two (2) additional years. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in paragraph 9 hereof. During the term of this Agreement, EMPLOYEE shall remain in the exclusive employ of the CITY. EMPLOYEE shall give the CITY at least one month's written notice in advance in the event EMPLOYEE voluntarily resigns his position with the CITY prior to the expiration of the aforesaid term of employment.

3. SALARY. The salary for employee shall be \$245,000 per year. This salary may be adjusted by the CITY Council after EMPLOYEE'S initial and annual evaluations.

4. BENEFITS. EMPLOYEE shall receive all employee benefits provided now or in the future to Department Heads (executive management) of CITY. EMPLOYEE shall be entitled to the optional benefits regarding waiver of medical insurance as provided in Administrative Regulation No. 306.

5. CAR ALLOWANCE. EMPLOYEE shall receive a car allowance of \$612 per month. EMPLOYEE shall provide his own vehicle, insurance, fuel, registration and maintenance.

6. CONTRIBUTION TO PERS RETIREMENT COSTS. EMPLOYEE shall contribute, via payroll deduction, nine percent (9%) of his salary and PERS-eligible benefits toward the costs of his retirement allowance.

7. VACATION. EMPLOYEE shall be initially credited with 80 hours of vacation time. EMPLOYEE shall accrue vacation leave at the rate of 180 hours per year. The maximum accrued vacation leave shall be 400 hours.

8. ANNUAL EVALUATION. EMPLOYEE and CITY agree that EMPLOYEE'S performance will be evaluated in June, 2023 and annually thereafter. The parties intend for this evaluation process to be comprehensive and based upon criteria that is mutually agreed upon.

9. TERMINATION AND SEVERANCE.

(A) This Agreement may be terminated by the City Council for cause. After giving notice to EMPLOYEE that this Agreement is terminated for cause, the CITY shall have no obligation to continue the employment of EMPLOYEE or to provide compensation or benefits, including severance. For purposes of termination, "cause" is defined as willful breach of duty by EMPLOYEE in the course of employment or habitual neglect of duty by EMPLOYEE in the course of employment or continued incapacity of EMPLOYEE to perform the duties of employment as City Manager. Cause may also include EMPLOYEE being charged with, or entering a guilty plea or plea of nolo contendere to, or being convicted of, an offense which is a felony or crime of moral turpitude in the State of California; EMPLOYEE's willful misconduct or gross negligence; or EMPLOYEE's act of material dishonesty with or theft from the CITY.

(b) In the event EMPLOYEE is terminated for no cause by the City Council during the initial year of this Agreement and during such time as EMPLOYEE is willing and able to perform the duties of City Manager, then in that event CITY agrees to relieve EMPLOYEE of all duties but refrain from separating EMPLOYEE from service for a period of six (6) months, during which time CITY shall continue to pay EMPLOYEE'S salary and benefits including, but not limited to PERS retirement contributions as an active member. During this period, EMPLOYEE shall make himself available by telephone for consultation during normal business hours, as deemed necessary by the CITY. All CITY owned equipment shall be returned to CITY by EMPLOYEE within five (5) days of termination. EMPLOYEE may elect a lump sum distribution of salary, accrued leave and benefits at any time during the severance period. If EMPLOYEE so elects, CITY will have no further financial obligations to the EMPLOYEE. Provided, however, that in the event EMPLOYEE is terminated because of his conviction of any illegal act involving personal gain to him, then, in that event, CITY shall have no obligation to pay such salary and benefits provided for in this paragraph. EMPLOYEE will be entitled to an additional three (3) months of severance benefits on the first anniversary date of his employment. EMPLOYEE will be entitled to an additional three (3) months of severance benefits on the second anniversary date of his employment.

All payments required under Section 9 are subject to and shall be interpreted to comply with the limitations set forth in Government Code Section 53260. Further, in the event EMPLOYEE is convicted of a crime involving an abuse of office or position, EMPLOYEE shall reimburse the CITY for any paid leave or cash settlement (including severance), as provided by Government Code Sections 53243-53243.4.

10. REIMBURSEMENT TO CITY REQUIRED

Notwithstanding the foregoing, the following provisions requiring reimbursement for certain compensation and/or indemnification provided to EMPLOYEE by the CITY apply:

(A) Paid Leave:

Pursuant to Government Code section 53243, in the event that EMPLOYEE is convicted of a crime involving the abuse of his office or position, as defined by Government Code section 53243.4, with the CITY, any paid leave or salary provided by the CITY for the time period in which the EMPLOYEE is under investigation for such crimes shall be fully reimbursed by EMPLOYEE to the CITY.

(B) Legal Defense:

Pursuant to Government Code section 53243.1, in the event that EMPLOYEE is convicted of a crime involving abuse of his office or position, as defined by Government Code section 53243.4, EMPLOYEE shall fully reimburse the CITY for all the costs of his legal criminal defense if a defense has been provided at CITY expense.

(C) Severance:

Pursuant to Government Code section 53243.2, in the event that EMPLOYEE is convicted of a crime involving abuse of his office or position, as defined by Government Code section 53243.4, EMPLOYEE shall fully reimburse the CITY for any cash settlement, including but not limited to severance pay, paid to EMPLOYEE related to his termination under this Agreement.

11. PROFESSIONAL DEVELOPMENT.

CITY will allocate sufficient funds to pay the actual expenses of EMPLOYEE'S necessary costs for travel, registration, lodging and meals when representing the CITY at conferences and meetings authorized by the City Council. CITY will allocate sufficient funds to pay EMPLOYEE'S memberships in professional organizations relevant to his management duties.

12. HOURS OF WORK.

It is recognized that EMPLOYEE must devote a great deal of his time outside normal office hours to business of the CITY, and to that end EMPLOYEE will be allowed reasonable flexibility with respect to hours in the office.

13. NO REDUCTION IN BENEFITS.

CITY shall not, at any time during the term of this Agreement, reduce the salary, compensation, or other financial benefits of EMPLOYEE except in the same proportion applied across the board for all employees of CITY.

14. ATTORNEY'S FEES.

In the event that any legal action, including an arbitration proceeding, is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any other relief and costs, be entitled to reasonable attorney's fees.

15. AT WILL EMPLOYMENT.

EMPLOYEE is an "at will" EMPLOYEE, subject to the provisions of this Agreement.

16. DEFENSE AND INDEMNIFICATION.

CITY will indemnify and defend EMPLOYEE against any third party claims prosecuted against EMPLOYEE for actions taken in the course and scope of his official duties.

17. GENERAL PROVISIONS.

a. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.

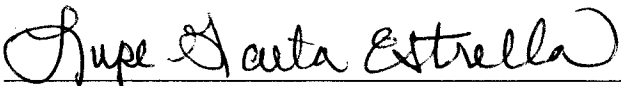
b. If any provision of this Agreement shall be held invalid, it is the intention of the parties that the remainder shall nevertheless be deemed valid and effective.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Assistant City Clerk, and EMPLOYEE has signed and executed this Agreement on the date first above written.

CITY OF LA VERNE

By: 
Tim Hepburn, Mayor

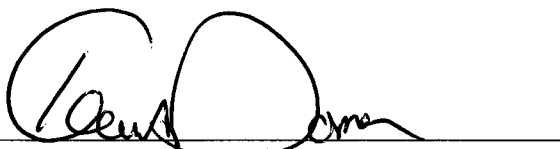
ATTEST:


Lupe Gaeta Estrella, Assistant City Clerk

APPROVED AS TO FORM:


Robert L. Kress, City Attorney

EMPLOYEE


Kenneth Domer