

## AGREEMENT BIBLIOGRAPHY

Agreement With:	Scott C. Stiles
Agreement Type:	City Manager Employment Agreement
Date Approved:	06 11 2015 06 23 2015
Start Date:	08 03 2015
End Date:	08 03 2018
Contract Amount:	\$256,000 annually
Comments	Human Resources
Insurance Expiration:	N/A
Date Archived:	<b>ARCHIVED 09/01/2015</b>

## CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made this <sup>23rd</sup> 9<sup>th</sup> day of June, 2015 by and between the City of Garden Grove, hereinafter "CITY," and Scott C. Stiles, hereinafter "EMPLOYEE."

### RECITALS

A. In order to ensure that its governmental responsibilities are met at all times, CITY wishes to retain in its employment Scott C. Stiles who has an exceptional degree of knowledge, experience, technical ability, professionalism, and leadership qualities necessary to performing the duties of the City Manager, consistent with the needs of the CITY and the City Council.

B. In order to retain a city manager who demonstrates these exceptional qualities and the experience necessary to fulfill the CITY's immediate and long-term goals and policy objectives, the City Council of the CITY has determined that it is advisable to enter into this Employment Agreement. All CITY actions referred to in this Agreement shall mean actions taken by a majority of the City Council.

C. EMPLOYEE desires to enter into this Agreement in order to specify the terms and conditions of his employment with the CITY.

**Now, therefore,** CITY and EMPLOYEE hereby agree to the following employment terms and conditions:

### **ARTICLE 1. TERM OF EMPLOYMENT**

Section 1.01. CITY hereby employs EMPLOYEE and EMPLOYEE hereby accepts employment as City Manager effective August 3, 2015 ("Effective Date"). EMPLOYEE'S employment with the CITY is at-will, meaning either the CITY or EMPLOYEE can terminate employment with or without cause.

Section 1.02. The initial term of employment shall be three (3) years, beginning on August 3, 2015 and terminating on August 3, 2018. The agreement shall renew automatically for successive two (2) year terms beginning August 3, 2017.

### **ARTICLE 2. DUTIES AND OBLIGATIONS OF EMPLOYEE**

Section 2.01. EMPLOYEE shall serve as the City Manager of the City of Garden Grove. In his capacity as City Manager of the City of Garden Grove, EMPLOYEE shall do and perform all services, acts, or things necessary or advisable to manage and conduct the business of CITY, as set forth in Chapter 2.08 of the Garden Grove Municipal Code, including the hiring and firing of all employees other than the City

Attorney of CITY, subject at all times to the policies set by CITY's City Council, and to the consent of the City Council when required by the terms of this Agreement.

Section 2.02.

- (a) EMPLOYEE'S position as City Manager is considered a full-time position. EMPLOYEE shall devote his time, ability, and attention to the business of CITY during the term of this Agreement.
- (b) EMPLOYEE shall not engage in any other business, educational, or professional pursuits whatsoever, or directly or indirectly render any service of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the City Council. However, the expenditure of reasonable amounts of time for educational, charitable, personal, or professional activities shall not be deemed a breach of this Agreement if those activities do not conflict or materially interfere with the professional services required under this Agreement; such limited activities shall not require the prior consent of the City Council.
- (c) Nothing in this Agreement prohibits EMPLOYEE from making passive personal investments or conducting private business affairs, if those activities are not deemed to be a conflict of interest under state law or conflict or materially interfere with the professional management services required under this Agreement.

EMPLOYEE's duties may involve expenditures of time in excess of the regularly established workday or in excess of a forty hour workweek and may also include time outside normal office hours (including attendance at City Council meetings). City Manager is classified as an exempt employee under the Fair Labor Standards Act ("FLSA") and shall not be entitled to any additional compensation for hours worked in excess of forty in a work week.

### **ARTICLE 3. OBLIGATIONS OF EMPLOYER**

Section 3.01. CITY provides EMPLOYEE with the compensation, benefits and other business expense reimbursement specified elsewhere in the Agreement.

Section 3.02. CITY shall defend, hold harmless and indemnify, EMPLOYEE, against any tort, professional liability claim or demand or other civil legal action, whether groundless or otherwise, sustained by EMPLOYEE in direct consequence of the discharge of his duties. CITY may compromise and settle any such civil claim or suit and pay the amount of any settlement or judgment rendered therefrom.

Section 3.03. The City Council, in closed session, shall review and evaluate the performance of the City Manager at least once each year during the term of this Agreement. Failure of the City Council to review and evaluate the performance of the City Manager pursuant to this section shall not affect the right of the CITY to terminate the City Manager's employment and shall not be considered a breach of this Agreement. Any wage adjustments shall be given at the sole discretion of the Council but EMPLOYEE shall not automatically be entitled to receive one.

#### **ARTICLE 4. COMPENSATION OF EMPLOYEE**

Section 4.01. As compensation for the services to be performed hereunder, EMPLOYEE shall receive a salary in accordance with the following schedule:

- (a) Annual Salary of \$256,000.00

#### **ARTICLE 5. EMPLOYEE BENEFITS**

Section 5.01. Except as otherwise specified in this Agreement, EMPLOYEE shall receive benefits in the same manner as Central Management Staff receives as of August 3, 2015. EMPLOYEE will only receive additional benefits in the future at the sole discretion of the City Council.

Section 5.02. Because EMPLOYEE is an "at-will" employee, the CITY is not obligated to pay EMPLOYEE pending an investigation into any alleged misconduct by EMPLOYEE, nor is the CITY required to pay for his criminal legal defense. Notwithstanding the foregoing, in the event that the City Council determines, in its sole discretion, that it is in the best interest of the CITY for EMPLOYEE to be placed on paid administrative leave pending such an investigation or for the CITY to pay for EMPLOYEE's criminal legal defense, EMPLOYEE shall fully reimburse any Salary or legal defense costs if EMPLOYEE is convicted of a crime involving an abuse of his office or position as defined in Section 7.01(b) of this Agreement. EMPLOYEE shall fully reimburse such Salary or the criminal legal defense costs no later than six months after such conviction.

#### **ARTICLE 6. BUSINESS EXPENSES**

Section 6.01. All business expenses reasonably incurred by EMPLOYEE in promoting the business of CITY, including expenditures for entertainment and travel, are to be paid for, insofar as possible, by the use of credit cards in the name of CITY which will be furnished to EMPLOYEE.

Section 6.02.

- (a) CITY shall promptly reimburse EMPLOYEE for all other reasonable business expenses incurred by EMPLOYEE in connection with the business of CITY.
- (b) Each such expenditure shall be reimbursable only if EMPLOYEE furnishes to CITY adequate records and other documentary evidence.

Section 6.03. CITY agrees to annually budget and allocate sufficient funds for expenses of EMPLOYEE for membership, necessary travel, and living expenses:

- (a) To attend and represent CITY before the annual League of California Cities meeting as well as meetings of the City Managers of the League of California Cities;
- (b) To attend all conferences and meetings of California League committees of which EMPLOYEE is, or may become, a member;
- (c) For such other official meetings and/or travel as is reasonably necessary for the advancement of CITY and which may be approved by the City Council.

## **ARTICLE 7. TERMINATION OF EMPLOYMENT**

Section 7.01.

- (a) If CITY terminates this Agreement (thereby terminating EMPLOYEE'S employment) without Cause or for reasons other than "Cause" as defined in Section 7.02 below, and if EMPLOYEE timely executes and delivers to CITY an original "Separation Agreement and General Release" in the form attached hereto as Attachment 1, and does not thereafter timely exercise his right to revoke said Separation Agreement and General Release, the CITY shall pay EMPLOYEE a lump sum severance benefit ("Separation Pay") equal to the monthly Salary of EMPLOYEE at the time of separation multiplied by the number of months left on the unexpired term of the contract, not to exceed twelve months of his then applicable Annual Salary. Once EMPLOYEE has been employed by CITY continuously for eight (8) years following the Effective Date, CITY shall have no further obligation to pay EMPLOYEE Separation Pay upon his termination.
- (b) Such Separation Pay is considered a cash settlement related to the termination of EMPLOYEE and shall therefore be fully reimbursed to the CITY by EMPLOYEE if he is convicted of a crime involving an abuse of his

office or position. Abuse of office or position shall have the meaning set forth in Government Code section 53243.4, as may be amended, of either (1) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority or (2) a crime against public justice, including, but, not limited to, a crime described in Title 7 (commencing with Section 92 of Part 1 of the Penal Code). EMPLOYEE shall fully reimburse such Separation Pay no later than six months after such conviction.

Section 7.02.

If the CITY terminates this Agreement (thereby terminating EMPLOYEE's employment) with Cause, EMPLOYEE shall not be entitled to any Separation Pay. As used in this Agreement, "Cause" shall mean only any of the following:

1. Conviction of a felony that adversely affects the reputation of the City Manager or the CITY; or
2. Conviction of a misdemeanor arising out of EMPLOYEE'S duties or performance under this Agreement; or
3. Misappropriation of public funds; or
4. Willful abandonment of duties consisting of the failure to report to work for five consecutive working days (for reasons not medically related) and not notifying staff and the City Council of his leave status; or
5. A willful and intentional failure to carry out materially significant and legally constituted policy decisions of the City Council made by the City Council; or
6. Any other intentional or grossly negligent action or inaction by EMPLOYEE that: (a) materially and substantially impedes or disrupts the operations of the CITY or its organizational units; (b) is detrimental to employees or public safety; (c) violates properly established rules or procedures of the CITY causing a material and substantial adverse impact on the CITY; or (d) has a material and substantial adverse effect on the CITY's interests as clearly defined and delineated by properly established City Council action, policy, regulations, ordinances, or City Code provisions.

Section 7.03. EMPLOYEE may terminate his obligations under this Agreement by giving CITY at least thirty (30) days' notice in advance, in which case, EMPLOYEE shall not be entitled to Separation Pay.

Section 7.04. In the event the CITY terminates the EMPLOYEE for any reason or no reason, the CITY and the EMPLOYEE agree that no member of the City Council, the City Management staff, nor the EMPLOYEE, shall make any written, oral or electronic statement to any member of the public, the press, or any city employee concerning the EMPLOYEE's termination except in the form of a joint press release or statement, the content of which is mutually agreeable to the CITY and the EMPLOYEE. The joint press release or statement shall not contain any text or information that is disparaging to either party. Either party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

## **ARTICLE 8. GENERAL PROVISIONS**

Section 8.01. Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery, by email or by U.S. mail. Mailed notices shall be addressed to the parties at the following addresses:

EMPLOYEE: on file in Human Resources

CITY: 11222 Acacia Parkway  
Garden Grove, CA 92840

Each party may change that address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; emailed or mailed notices shall be deemed communicated as of the date of sending or mailing.

Section 8.02.

- (a) Any controversy between CITY and EMPLOYEE involving the construction or application of any of the terms, provisions, or conditions of this Agreement or Attachment 1, the Separation Agreement and General Release, shall, on written request of either party served on the other, be submitted to arbitration before a single neutral arbitrator associated with the Orange County office of JAMS. Arbitrations shall comply with and be governed by the provisions of the California Arbitration Act.
- (b) The arbitration shall proceed under the then-most current JAMS rules for employment disputes.
- (c) The costs of arbitration, and the fee of the arbitrator, shall be borne equally by the CITY and EMPLOYEE.
- (d) The prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which that party may be entitled.

Section 8.03. This Agreement supersedes any and all other agreement, either oral or in writing, between the parties hereto with respect to the employment of EMPLOYEE by CITY and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

Section 8.04. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

Section 8.05. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 8.06. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.07. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

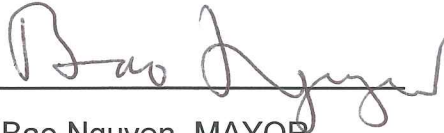
Section 8.08. The terms and conditions of EMPLOYEE's employment, including additional employment benefits of EMPLOYEE not specifically provided for in this Agreement, shall be governed by CITY'S personnel policies and procedures and administrative regulations, to the extent not inconsistent with the provisions of this Agreement. In the event of any such inconsistency or conflict, the provisions of this Agreement shall govern.

Section 8.09. Within ten (10) days of EMPLOYEE's execution of this Agreement, EMPLOYEE's counsel, Executive Law Group, Inc., shall be paid by CITY an amount not to exceed \$3,750 for attorneys' fees incurred by EMPLOYEE in the negotiation and preparation of this Agreement.



**AGREED TO** by the undersigned:

*For the CITY:*



Bao Nguyen, MAYOR

*For the EMPLOYEE:*



Scott C. Stiles, CITY MANAGER

*Attest:*



Kathleen Bailor, CITY CLERK

*Approved as to form:*



Thomas F. Nixon, CITY ATTORNEY

## ATTACHMENT 1

### Separation Agreement and General Release

This Separation Agreement and General Release ("Separation Agreement") is entered into by Scott C. Stiles ("City Manager") and City of Garden Grove ("Employer"), in light of the following facts:

#### RECITALS

A. City Manager's employment by Employer, and the Employment Agreement under which he was employed, have been terminated effective \_\_\_\_\_, 20\_\_.

B. City Manager is hereby informed that he has 21 days from the effective date of the termination when he received this Agreement to consider it. Employer hereby advises City Manager to consult with an attorney before signing this Agreement.

C. City Manager acknowledges that for a period of 7 days following the signing of this Separation Agreement ("Revocation Period"), he may revoke this Separation Agreement. This Separation Agreement shall not become effective or enforceable until the Revocation Period has expired.

D. City Manager acknowledges that the Salary Payment referenced in paragraph 1 of this Separation Agreement represents all compensation, including salary and accrued leave, due and payable to him through his termination. City Manager also acknowledges that Employer has made this Salary Payment without regard to whether he signs this Separation Agreement. The Salary Payment does not constitute consideration for this Separation Agreement.

E. City Manager acknowledges that the Separation Pay referenced in paragraph 2 of this Separation Agreement is in excess of all amounts that are due and owing to him as a result of his employment by Employer.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

#### AGREEMENT

1. Receipt of Salary Payment. City Manager hereby acknowledges receipt of a check for all salary and accrued leave owing ("Salary Payment") from Employer.

2. Separation Pay. Following return to Employer of this Separation Agreement signed by City Manager and expiration of the Revocation Period, not having been revoked by City Manager, Employer shall make the applicable Separation Pay provided for under his Employment Agreement with Employer.

3. General Release. In consideration of the Separation Pay to be given to City Manager, and other good and valuable consideration, City Manager hereby releases and discharges Employer and its past and present elected and appointed officials and officers, employees, representatives, agents and attorneys, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his employment with Employer which he now has, or ever had, including but not limited to any rights, claims, causes of action, or damages arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Fair Labor Standards Act of 1938, the Americans with Disabilities Act, the Meyers-Milias Brown Act, the Vocational Rehabilitation Act of 1973, the Family and Medical Leave Act of 1993, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, or the California Labor Code, under any other federal, state, or local employment practice legislation, or under federal or state common law, including wrongful discharge, express or implied contract, breach of public policy, or violation of due process rights.

City Manager hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. City Manager understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of Employer and its past and present elected and appointed officials and officers, employees, representatives, agents and attorneys, City Manager expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he does not know or suspect to exist in his favor.

City Manager further acknowledges that he has read this General Release, that he understands that this is a general release, and that he intends to be legally bound by the same.

4. Fees and Costs. EMPLOYEE and CITY agree that in the event of arbitration relating to this Separation Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which the party may be entitled.

5. Complete Agreement. Except for the applicable provisions of the parties' Employment Agreement, which are referenced herein, this is the entire agreement between EMPLOYEE and CITY with respect to the subject matter hereof and this Separation Agreement supersedes all prior and contemporaneous oral and written agreements and discussions. It may only be amended in writing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates reflected below.

CITY MANAGER

DATED: \_\_\_\_\_

Scott C. Stiles

CITY OF GARDEN GROVE

DATED: \_\_\_\_\_ By: \_\_\_\_\_

CITY MANAGER EMPLOYMENT AGREEMENT WITH SCOTT C. STILES TO PROVIDE MUNICIPAL MANAGEMENT SERVICES (F: 55-Scott C. Stiles)

Following staff's presentation, it was moved by Council Member Bui, seconded by Council Member Phan that:

The City Manager Employment Agreement with Scott C. Stiles be approved; and

The Mayor be authorized to sign the agreement.

The motion carried by a 4-0-1 vote as follows:

Ayes:	(4)	Beard, Bui, Nguyen, Phan
Noes:	(0)	None
Absent:	(1)	Jones

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Allan L. Roeder  
From: Kathy Bailor  
Dept: Interim City Manager  
Dept: City Clerk  
Subject: CITY MANAGER EMPLOYMENT AGREEMENT/MR. SCOTT C. STILES  
Date: June 23, 2015

Attached is a copy of Interim City Manager Allan L. Roeder's June 11, 2015, agenda report.

Recommended for Approval

  
Allan L. Roeder  
Interim City Manager



**DISCUSSION**

Mr. Scott C. Stiles has 26 years in the municipal management profession with the City of Cincinnati, Ohio. He served as Interim City Manager for Cincinnati from December 2013 to September 2014. He is currently serving as Assistant City Manager for Cincinnati, a position he has held for over 8 years. Prior to being named Assistant City Manager, Mr. Stiles served as Assistant to the City Manager, Real Estate Manager for the City's Law Department, Assistant Legal Administrator for the Legal Department, Personnel Analyst and Community Relations Representative for the Cincinnati Human Relations Commission. He has a Bachelor of Science, Journalism & Geography Degree from South Dakota University and a Master's Degree in Community Planning from the University of Cincinnati. Additionally, Mr. Stiles has attended the University of Cincinnati/Cincinnati State real Estate Broker's Curriculum and the University of Virginia, Weldon Cooper Center for Public Service.

Mr. Stile's resume (please see attached) highlights his professional experience and accomplishments. He has demonstrated experience in all areas of municipal management with particular strength in those identified as key attributes for the City's City Manager recruitment. These include but are not limited to strong ethics and a commitment to transparency and accountability, economic development, finance and budget, experience in identifying, engaging and collaborating with diverse stakeholders and demonstrated leadership, critical thinking, innovation and creativity.

The attached Employment Agreement is consistent with the City of Garden Grove executive compensation for the position of City Manager. The specific details are as follows (all figures below are annual):

Salary - \$256,000

Health, Dental & Vision - \$14,400

Standard Long Term Disability - \$24,852.48

Executive Long Term Disability - \$11,366.40

Group Term Life Insurance - \$384

Accidental Death/Dismemberment /Optional Additional Term Life - \$76.80

Retirement (PERS) (Employer's Portion 23.976%) - \$61,377.60

Auto Allowance - \$10,020.12



CITY MANAGER EMPLOYMENT AGREEMENT / MR. SCOTT C. STILES

June 11, 2015

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In addition to the preceding, Mr. Stiles will receive 40 hours of Administrative Leave for 2015 in addition to vacation and sick leave accrual consistent with that for new employees. Finally, he will be eligible for reimbursement of up to \$12,000 for relocation expenses to Garden Grove. Although not a requirement of this agreement as such a requirement would be prohibited under State law, Mr. Stiles has indicated his desire that he and his family relocate to Garden Grove.

Subject to City Council approval of the Employment Agreement, Mr. Stiles starting date with the City of Garden Grove will be August 3, 2015. This is intended to provide 30 day notice to his current employer with the balance of time for relocation of the Stiles Family to Garden Grove.

**RECOMMENDATION**

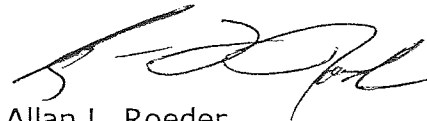
Approve City Manager Employment Agreement as attached with Mr. Scott C. Stiles; authorize Mayor and City Clerk to sign.



LAURA STOVER  
Human Resources Director

Attachment 1: Resume  
Attachment 2: Agreement

Approved for Agenda listing



Allan L. Roeder  
Interim City Manager

**SCOTT C. STILES, ICMA-CM**

3826 Middleton Avenue

Cincinnati, OH 45220

H: (513) 281-6991 C: (513) 702-0190

[Scottstiles100@gmail.com](mailto:Scottstiles100@gmail.com)

LinkedIn: Scott Stiles

Twitter: @scstiles

**PROFILE**

A credentialed Assistant City Manager with the City of Cincinnati, who has dedicated his 26-year career to working with citizens, businesses, and organizations in order to build a better community. Results focused and effectual leader that consistently delivers mission critical results. Characterized as a strategic collaborator and tactician that has strong orientations in operations, development, management, cultural diversity and performance. Possesses the vision, creativity, and innovation that will lead the team to the forefront of local government excellence.

**PROFESSIONAL EXPERIENCE**

**City of Cincinnati/City Manager's Office  
Cincinnati, OH**

**Assistant City Manager (see responsibilities below)**

**September 2014 – present**

**City of Cincinnati/City Manager's Office  
Cincinnati, OH**

**Interim City Manager**

**December 2013 - September 2014**

**Responsibilities**

- Serve as the appointed Chief Executive Officer responsible for the day-to-day operations of the City government, that consists of 17 City departments and more than 5,500 employees.
- Provide and maintain essential City services through the efficient and effective management and operation of the City.
- Offer institutional knowledge, analysis, and recommendations to assist the Mayor and City Council in formulating and implementing short- and long-range goals for the City's growth and management.
- Interact actively and closely with the community and the many stakeholders, in a way that is inclusive and collaborative.

**Accomplishments**

- In November 2013, led the senior administrative team through a dramatic transition of political leadership following the election of a new Mayor and a newly-elected City Council.
- In May 2014, developed and delivered to the Mayor and City Council, the first structurally balanced budget in eight years, which was approved in June 2014. Our financial team tactically eliminated a \$21.1M deficit while avoiding layoffs, strengthening our safety services, and maintaining core neighborhood services. We listened to citizens and accomplished objectives that matter to the community.

- Faced with the worst winter in recorded Cincinnati history, led our Public Services winter operations team through delivery of services with equipment out of lifecycle and salt supplies nearing depletion. Later reorganized the senior leadership so as to develop a culture of innovation and customer service excellence.
- Hired a new financial advisor, and in conjunction with the Mayor and financial team, helped maintain favorable and stable ratings from S&P and Moody's, following our annual bond rating meetings.
- Oversaw administrative efforts to unwind an \$85M parking modernization plan and 30-year lease of assets, while instead delivering restructured strategies for control of those assets.
- Helped guide resolution of a controversial \$147M streetcar project. Ensured delivery of an emergency project audit, and worked closely with the Mayor and City Council to realize \$9M in P3 project savings that resulted in project continuance.
- Worked closely with the Mayor to achieve a historic process for pension reform designed to eliminate an \$829M shortfall and result in 100% funding in 30 years. City Council approved legislation that assigned responsibility for the City Manager to participate in, and negotiate a collaborative agreement with retirees and active employee groups under the auspices of US District Judge Michael Barrett. That process is successfully underway.

**City of Cincinnati/City Manager's Office**  
**Cincinnati, OH**  
**Assistant City Manager**  
**February 2005 - December 2013**

Responsibilities

- Assist and advise the City Manager in implementing City policy.
- One of three executive staff members statutorily authorized to execute contracts on behalf of the City.
- Review and approve the majority of administrative reports released to the City Council.
- Serve on the CM's executive budget committee responsible for producing a \$1.3B annual budget.
- Provide administrative continuity and support to the Mayor and members of City Council.
- Coordinate the Administration's participation with the City Council legislative agenda, to include preparation for all City Council meetings and Council committee meetings.
- Serve as the direct report for the Cincinnati Fire Department, Greater Cincinnati Water Works, Metropolitan Sewer District(MSD)/Stormwater Management, and the Department of Planning & Building. Totals for Approved FY2014: 2,247 FTEs, \$471M operating, \$358M capital.
- Indirect report for the Parks Department. Approved FY2014: 191 FTEs, \$14.8M operating, \$1.6M capital.
- Direct report for the privately-managed Duke Energy Convention Center. Approved FY2014: 44FTEs, \$7.6M operating, \$230k capital.
- Co-Chair of the Administration's Capital Budget Committee, CY2008-2010, CY2010-2012, CY2012-2014, FY2014-16.
- City Manager's liaison to Cincinnati Center City Development Corporation. 3CDC is a 501(c)3, tax-exempt, private, non-profit corporation. Their mission and strategic focus is to strengthen the core assets of downtown by revitalizing and connecting the Fountain Square District, the Central Business District and Over-the-Rhine (OTR).
- City Manager's liaison to the mission of the Uptown Consortium Inc. UCI is a non-profit community development corporation founded by the University of Cincinnati, Cincinnati Children's Hospital, UC Health, TriHealth, and the Cincinnati Zoo. Together they employ nearly 50,000 people, with a payroll of \$1.4B, and producing an annual economic impact of over \$3B.
- Serve as a member of the Cincinnati Planning Commission in the absence of the City Manager.

## Accomplishments

- Led the City's successful site-selection process and groundbreaking for construction of the \$16M Cincinnati Police Department District 3 headquarters. Involved a comprehensive community engagement process. Scheduled for completion in June 2015, it will be the first such CPD facility constructed since mid-70s.
- Over the past 10 years, have executed approximately 500 contracts/agreements per year on behalf of the City of Cincinnati.
- Currently coordinating the City government's partnership with Major League Baseball and the Cincinnati Reds in preparation for hosting the July 2015 MLB All-Star Game.
- Assisted and advised the City Manager in the interview and selection process for the CPD Chief in 2013, the Economic Development Director in 2012, the CPD Chief in 2011, the CFD Chief in 2010, the Finance Director in 2010, the City Solicitor in 2008, and the MSD Director in 2005.
- Served as the senior executive staff member in labor negotiations with Police, Fire, and AFSCME.
- Completed the 2008 U.S. Dept. of Homeland Security's Center for Domestic Preparedness training program:
  - ICS-300, Intermediate ICS for Expanding Incidents
  - ICS-400, Advanced ICS Command and General Staff-Complex Incidents
- Named the American Recovery and Reinvestment Act (ARRA) "czar" for Cincinnati in 2009. Assembled and led a City ARRA oversight team that monitored and reported on \$42.4M in grant expenditures. Ensured transparency with the Mayor and City Council, federal regulators, and the public.
- Oversaw completion of the Public Services Solid Waste Route Balancing and Optimization Study. Five routes eliminated at a savings of approximately \$1M/yr. in 2012 and 2013.
- Since 2004, have coordinated City financial and operational efforts in support of 3CDC's \$717M investment in redevelopment and new construction projects in downtown Cincinnati and Over-the-Rhine. Projects have created great civic spaces, created high density mixed-use development, preserved historic structures and streetscapes, and built diverse mixed-income neighborhoods supported by local businesses.
- Led City partnership with 3CDC to ensure completion of \$48M renovation and expansion of Washington Park, to include new 450-space underground, green-roof parking garage. Helped negotiate contractual arrangements between 3CDC, Park Board, and Recreation Commission, and secured legislative approval for 3CDC to manage and reenergize this inner-city park that has transformed the OTR neighborhood (2012).
- Partnered with 3CDC in gaining legislative approval for \$27M Homeless to Homes strategy to relocate and develop four homeless shelters (2011).
- Partnered with 3CDC in redevelopment of \$45M, 167-room 21C Museum Hotel, recently voted #1 hotel in the U.S. by Conde Nast Magazine (2012).
- Oversight of the City's \$145M renovation and expansion of the Duke Energy Convention Center (DECC). Project completed on-time, under-budget, while meeting all SBE participation goals (2006). With key participation from labor groups, successfully led the transition of the DECC to private management. All City employees successfully placed within the organization (2006). DECC revenue exceeded approved budgets every reporting period since 2006. Maintained scores over 4.5 on 5.0 scale since 2009.
- Oversight for implementation of the TriData Comprehensive Review of the Cincinnati Fire Department. Served on City Manager's 5-member change-agent team that met with all 900 firefighters in response to TriData report findings and organizational change issues.
- Served on the executive management team with the Cincinnati Convention & Visitors Bureau in hosting the 2012 World Choir Games, involving 15,000 participants, from 64 countries, over a two-week period.

- Led City's partnership with Uptown Consortium Inc., in their investment of more than \$400M in redevelopment, new construction, and neighborhood improvements. Projects include the Cincinnati Herald building and adjacent Burnet Avenue Parking Garage, the Hampton Inn Hotel and garage, along with involvement in development of the Vernon Manor office building, Views on Vine student housing, and ShortVine housing and garage redevelopment.

**City of Cincinnati/City Manager's Office**  
**Cincinnati, OH**  
**Assistant to the City Manager**  
**July 2002 - February 2005**

Responsibilities

- Direct report to the City Manager.
- Assist and advise the City Manager in implementing City policy.
- Assigned special projects for execution and completion.
- Management of the Business Development and Permit Center

Accomplishments

- Led the research, development and implementation of the City's award-winning Business Development and Permit Center, created to offer streamlined building permit and development services (2004). United inspectors, plan examiners, city planners, and utility and fire code reviewers under one roof. Reduced silos and simplified the permit process for the public.
- Oversight of the City's \$15M renovation of historic Findlay Market. Successfully transitioned management of the market to the non-profit Corporation for Findlay Market.
- Led the City Administration's review, and coordinated City Council approval, of the first two 3-year Downtown Cincinnati Inc., Special Improvement District assessments, that successfully provide clean and safe ambassadorial services in the CBD.
- Working with two sponsors on City Council, secured certification of the first 11 Tax Incentive Districts in Ohio, widely credited as the critical financing tool necessary for the rebirth of the central business district and adjacent Over-the-Rhine neighborhood.
- Assigned to the Greater Cincinnati Chamber of Commerce team that prepared for and hosted the 2003 International Economic Development Council annual conference to Cincinnati.
- Sole staff member to Mayor Charlie Luken's 2002 Economic Development Task Force. Helped to implement recommendations around: one-stop permitting; establishment of a non-profit economic development entity for the CBD; creation of a regional Port Authority; and creation of a City economic development strike team.
- Partnered with 3CDC to ensure completion of the \$48.9M renovation of Fountain Square, while negotiating contractual arrangements and securing legislative approval for 3CDC to manage and reenergize Fountain Square with nightly entertainment and event programming activities (2005).

**City of Cincinnati/Law Dept.**  
**Cincinnati, OH**  
**Real Estate Manager**  
**July 2000 - July 2002**

Responsibilities/Accomplishments

- Management of the City's full-service Real Estate Division providing in-house appraisal, acquisition, property management, and relocation services.
- Served as the City Manager's liaison to City Council's Law and Public Safety Committee.

- Accepted a three-month assignment by the City Manager, to monitor and direct the City's state and federal lobbying activity.
- Oversaw successful re-platting of the The Banks street grid necessary for future development between Great American Ballpark and Paul Brown Stadium.
- Ensured continued federal compliance surrounding relocation efforts

**City of Cincinnati/Law Dept.  
Cincinnati, OH  
Assistant Legal Administrator  
July 1991 – July 2000**

Responsibilities/Accomplishments

- Assumed management of the department's Relocation Services Section following a federal HUD audit.
- Wrote procedures, eliminated backlog of more than 1,000 relocation case files, and received clearance for resumption of housing development activity.
- Conducted organizational and job analysis studies in conjunction with a department-wide restructuring.
- Assumed responsibility for management of the department's Damage Claims Program from a senior attorney, resulting in 40% reduction in personnel costs.

**City of Cincinnati/Human Resources Dept.  
Cincinnati, OH  
Personnel Analyst  
May 1988 - July 1991**

Responsibilities/Accomplishments

- Staff professional responsible for conducting job classification and organizational development studies on behalf of the department and the Civil Service Commission (CSC).
- Part of the department's Equal Employment Opportunity team responsible for reinstating the City's EEO training and compliance program.
- Helped to re-establish the City's dormant EEO program following recommendations by the Ohio Civil Rights Commission.
- Helped to resolve a backlog of City classification requests, presented findings before the CSC, and resolved numerous employee grievances.

**Cincinnati Human Relations Commission  
Cincinnati, OH  
Community Relations Representative  
November 1983 – May 1988**

Responsibilities/Accomplishments

- Served as a catalyst to promote the building of positive relationships between and among various groups and cultures in Cincinnati and the region.
- Coordinated consultant work involved in cultural diversity and community relations training for all 900+ officers of the Cincinnati Police Department.
- Mobilized institutions and individuals to resolve hundreds of diversity issues while developing mechanisms to ensure equitable treatment of all persons.
- Assisted in calming Cincinnati-Norwood tensions as Alton Coleman, the only man in U.S. history sentenced to death in three states, led law enforcement agencies on a regional manhunt across multiple states during the summer of 1984.

- Successfully led the Cincinnati bid to host the annual convention of the National Association of Police Community Relations Officers (NAPCRO) in 1986.
- Elected President of NAPCRO in 1987 at the age of 29.

## EDUCATION

University of Virginia  
 Weldon Cooper Center for Public Service  
 Charlottesville, Virginia  
 Senior Executive Institute, May 5-12, 2012

University of Cincinnati/Cincinnati State  
 Real Estate Broker's Curriculum, 2000-2002

- Real Estate Law (40 hours)
- Real Estate Principles & Practices (40 hours)
- Real Estate Appraisal (20 hours)
- Real Estate Finance (20 hours)

University of Cincinnati  
 Cincinnati, Ohio  
 Master of Community Planning, 1983

South Dakota State University  
 Brookings, South Dakota  
 Bachelor of Science, Journalism & Geography, 1980

## MEMBERSHIPS & VOLUNTEER SERVICE

- International City/County Management Association (*past member of the national ICMA Government Affairs and Policy Committee*)
- Ohio City/County Management Association
- Cincinnati Area Managers' Association
- Downtown Cincinnati Inc. Executive Board (*past Board Member*)
- Greater Cincinnati Convention & Visitors Bureau (*past Board Member*)
- University of Cincinnati Real Estate Executive Advisory Council (*current Board Member*)
- University of Cincinnati Alumni Association Board of Governors (*current Board Member*)
- Urban Land Institute (*former District Council Board Member and current Advisory Board Member*)
- Member of the Greater Cincinnati Chamber of Commerce and Agenda 360's Diverse by Design initiative
- U.S. State Department/American Councils/Professional Fellowship Program (*current alumni member*)
- American Society for Public Administration (*local chapter president 1988-89*)
- Cincinnati-Kharkiv (Ukraine) Sister City Program (*former Board Member*)
- Former adjunct faculty member at Northern Kentucky University

## PERSONAL

Resides in the Cincinnati neighborhood of Clifton with his wife and two daughters.

## REFERENCES

Available upon request

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**Garden Grove City Manager Position**  
**References for Scott Stiles**

**Robert Ambach**, Senior VP for Administration & Finance, University of Cincinnati, (513) 556-2413, [robert.ambach@uc.edu](mailto:robert.ambach@uc.edu). Robert and I coordinate the City and University efforts around Town & Gown issues involving public safety, economic development, transportation, to name a few.

**Ric Booth**, General Manager, Duke Energy Convention Center, (513) 419-7301, [rbooth@duke-energycenter.com](mailto:rbooth@duke-energycenter.com). Ric works for Global Spectrum, the management company running the City-owned DECC. Ric has City Hall reporting responsibility to me. He and I work together on a myriad of convention development activities.

**Alfonso Cornejo**, President, Cincinnati USA Hispanic Chamber, (513) 979-6999, [acornejo@hispanicchambercincinnati.com](mailto:acornejo@hispanicchambercincinnati.com). Alfonso has been a collaborator and close partner in our efforts to promote diversity and inclusion in the City and region.

**Milton Dohoney, Jr.**, Assistant City Manager, City of Phoenix, (602) 262-7915, [milton.dohoney@phoenix.gov](mailto:milton.dohoney@phoenix.gov). Milton is a former Cincinnati City Manager who I served under as an Assistant CM from 2007-2014.

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**Lea Eriksen**, Budget Director, City of Long Beach, CA, (562) 570-6425, [lea.eriksen@longbeach.gov](mailto:lea.eriksen@longbeach.gov). Lea is also the former Budget Director for the City of Cincinnati.

**Paul Kitzmiller**, CEO, Core Resources, Inc., (513) 699-8844, [pkitzmiller@core-1.com](mailto:pkitzmiller@core-1.com). I have collaborated with Core Resources as they have built out a number of restaurant and entertainment venues in Cincinnati. Paul is also a luxury property owner and builder in Park City, Utah.

**Valerie A. Lemmie**, Director of Exploratory Research, Kettering Foundation, (937) 439-9802, [vlemmie@kettering.org](mailto:vlemmie@kettering.org). Valerie is a former Cincinnati City Manager who I served under as Assistant to the CM and Assistant CM from 2002-2005.

**Dan Lincoln**, President & CEO, Cincinnati USA Convention and Visitors Bureau, (513) 632-5372, [dlincoln@cincyusa.com](mailto:dlincoln@cincyusa.com). Dan is a colleague in Cincinnati that I currently work with on convention, tourism and promotion initiatives.

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**Jerry Newfarmer**, President & CEO, Management Partners Inc. (offices in San Jose, CA and Cincinnati), (408) 437-5400, [jnewfarmer@managementpartners.com](mailto:jnewfarmer@managementpartners.com). Jerry's firm is a professional management consulting firm specializing in helping government leaders improve their operations, with offices in San Jose, CA, and Cincinnati.

**Beth Robinson**, President & CEO, Uptown Consortium Inc., (513) 861-8726, [brobinson@uptownconsortium.org](mailto:brobinson@uptownconsortium.org). The Consortium is a non-profit community development corporation founded by Cincinnati Children's Hospital, UC Health, TriHealth, the University of Cincinnati, and the Cincinnati Zoo. Members employ nearly 50,000 people in the Uptown area.

**John F. Shirey**, City Manager, City of Sacramento, CA, (916) 264-5726, [jshirey@cityofsacramento.org](mailto:jshirey@cityofsacramento.org). John is a former Cincinnati City Manager who gave me my first exposure to city management in 2000-2001. We have stayed in contact over the years thru ICMA and ongoing communication.

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APPROVAL OF CITY MANAGER EMPLOYMENT AGREEMENT WITH SCOTT C. STILES  
TO PROVIDE MUNICIPAL MANAGEMENT SERVICES (F: 55-Scott C. Stiles)

Interim City Manager Roeder explained that the City Manager agreement could not be considered at this Special Meeting pursuant to Government Code. The City Council could appoint Mr. Stiles as City Manager tonight. The contract would be brought back for the City Council's consideration at the June 23, 2014, Regular Meeting.

It was moved by Council Member Jones, seconded by Council Member Beard that:

Scott C. Stiles be appointed as the City Manager for the City of Garden Grove.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan  
Noes: (0) None

An introduction video provided by Mr. Stiles was shown.



## **DISCUSSION**

Mr. Scott C. Stiles has 26 years in the municipal management profession with the City of Cincinnati, Ohio. He served as Interim City Manager for Cincinnati from December 2013 to September 2014. He is currently serving as Assistant City Manager for Cincinnati, a position he has held for over 8 years. Prior to being named Assistant City Manager, Mr. Stiles served as Assistant to the City Manager, Real Estate Manager for the City's Law Department, Assistant Legal Administrator for the Legal Department, Personnel Analyst and Community Relations Representative for the Cincinnati Human Relations Commission. He has a Bachelor of Science, Journalism & Geography Degree from South Dakota University and a Master's Degree in Community Planning from the University of Cincinnati. Additionally, Mr. Stiles has attended the University of Cincinnati/Cincinnati State real Estate Broker's Curriculum and the University of Virginia, Weldon Cooper Center for Public Service.

Mr. Stile's resume (please see attached) highlights his professional experience and accomplishments. He has demonstrated experience in all areas of municipal management with particular strength in those identified as key attributes for the City's City Manager recruitment. These include but are not limited to strong ethics and a commitment to transparency and accountability, economic development, finance and budget, experience in identifying, engaging and collaborating with diverse stakeholders and demonstrated leadership, critical thinking, innovation and creativity.

The attached Employment Agreement is consistent with the City of Garden Grove executive compensation for the position of City Manager. The specific details are as follows (all figures below are annual):

Salary - \$256,000

Health, Dental & Vision - \$14,400

Standard Long Term Disability - \$24,852.48

Executive Long Term Disability - \$11,366.40

Group Term Life Insurance - \$384

Accidental Death/Dismemberment /Optional Additional Term Life - \$76.80

Retirement (PERS) (Employer's Portion 23.976%) - \$61,377.60

Auto Allowance - \$10,020.12

CITY MANAGER EMPLOYMENT AGREEMENT / MR. SCOTT C. STILES

June 11, 2015

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In addition to the preceding, Mr. Stiles will receive 40 hours of Administrative Leave for 2015 in addition to vacation and sick leave accrual consistent with that for new employees. Finally, he will be eligible for reimbursement of up to \$12,000 for relocation expenses to Garden Grove. Although not a requirement of this agreement as such a requirement would be prohibited under State law, Mr. Stiles has indicated his desire that he and his family relocate to Garden Grove.

Subject to City Council approval of the Employment Agreement, Mr. Stiles starting date with the City of Garden Grove will be August 3, 2015. This is intended to provide 30 day notice to his current employer with the balance of time for relocation of the Stiles Family to Garden Grove.

**RECOMMENDATION**

Approve City Manager Employment Agreement as attached with Mr. Scott C. Stiles; authorize Mayor and City Clerk to sign.



LAURA STOVER  
Human Resources Director

Attachment 1: Resume  
Attachment 2: Agreement

Approved for Agenda listing



Allan L. Roeder  
Interim City Manager