




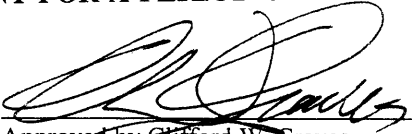
# City of Carson

## Report to Mayor and City Council

June 15, 2011  
New Business Consent

**SUBJECT: CONSIDER APPROVING THE INTERIM CITY MANAGER/INTERIM EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT FOR A PERIOD OF 90 DAYS**

  
Submitted by William W. Wynder  
City Attorney

  
Approved by Clifford W. Graves  
City Manager

### **THIS IS A JOINT AGENDA ITEM**

#### **I. SUMMARY**

Presented for joint consideration is a ninety (90) day extension to the Interim City Manager's/Interim Executive Director's Agreement for Council consideration and action.

#### **II. RECOMMENDATION**

APPROVE the attached extended agreement "INTERIM CITY MANAGER/INTERIM EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT" for a period of 90 days and AUTHORIZE the Mayor to execute the same following approval as to form by the City Attorney/Agency Counsel.

#### **III. ALTERNATIVES**

TAKE another action the City Council and Agency Board deem appropriate.

#### **IV. BACKGROUND**

The City Council is currently engaged in a process to find a new permanent City Manager/Executive Director and to that end has engaged the services of an executive search firm to assist City's City Council in such executive search.

In the interim, the City Council engaged the services of Mr. Clifford W. Graves to act as its Interim City Manager/Interim Executive Director, in addition to Mr. Graves' duties as Economic Development General Manager. The City/Agency has yet to complete its executive search, and therefore it is necessary to extend the term of the appointment of the Interim City Manager/Interim Executive Director for a period not to exceed ninety (90) calendar days.

Mr. Graves is willing and otherwise qualified to perform the duties of both Economic Development General Manager and Interim City Manager/Interim Executive Director, provided that his extended term of service in this dual capacity does not exceed ninety (90) additional calendar days.

3

During the term of the extended Agreement, Mr. Graves will be:

1. appointed the Interim City Manager/Interim Executive Director of the City/ Carson Redevelopment Agency respectfully, with all the powers, duties, and prerogatives of the positions of City Manager/Executive Director, as defined by City's Municipal Code, the California Government Code, related to general law cities, the California Health & Safety Code, and such other duties as customarily performed by past city practice, written City Standard Management Procedure, or as Graves shall be authorized to perform from time to time by City's City Council.

2. entitled to additional compensation from the City/Agency, above and beyond that currently earned as Economic Development General Manager, such that his total compensation during the term of this Agreement will be equal to the total compensation currently being paid to the out-going City Manager.

Mr. Graves' interim appointment would be subject to the terms and conditions of Mr. Groomes' prior Employment Agreement, dated July 21, 1988, and each and every amendment thereto, entered into by and between the city and Mr. Groomes; *except for* the provisions of the same regarding relocation expenses, moving expenses, temporary housing allowance, the provisions requiring consultation with City's City Council regarding temporary appointments, and the provisions related to the conducting of an annual performance evaluation.

The term of the attached extended Agreement would be the shorter of ninety (90) calendar days, or the date upon which the City Council employs a new City Manager/Executive Director, and the same commences upon the duties of such employment, *whichever date shall first occur*.

During the extended term of the Agreement, Mr. Graves will continue to serve as Economic Development General Manager. He will not appoint an acting or interim Economic Development General Manager, and he will continue to be subject to the same furlough requirements as the city's other general managers.

**V. FISCAL IMPACT**

The cost of this agreement is approximately \$6,300.00 per month, with 50% being paid by the city and 50% being paid by the redevelopment agency.

**VI. EXHIBITS**

1. Extension of Interim City Manager/Interim Executive Director Employment Agreement. (pgs. 4-5).

Prepared by: William W. Wynder, City Attorney

sf:Rev061902

Reviewed by:

City Clerk	<u>City Treasurer</u>
<u>Administrative Services</u>	<u>Development Services</u>
<u>Economic Development Services</u>	<u>Public Services</u>

## Action taken by City Council

Date \_\_\_\_\_ Action \_\_\_\_\_

**EXTENSION TO INTERIM CITY MANAGER/INTERIM  
EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT**  
**(Clifford W. Graves/City of Carson)**

This extension to that certain "INTERIM CITY MANAGER/INTERIM EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT" (the "Agreement") is made and effective as of July 10, 2011 ("Effective Date"), by and between the CITY OF CARSON, a general law city & municipal corporation, the CARSON REDEVELOPMENT AGENCY, a public body corporate and politic, and a political subdivision of the State of California (collectively "City"), and Mr. CLIFFORD W. GRAVES, an individual ("Graves" or "Interim City Manager/Interim Executive Director" – the terms Graves or Interim Manager includes within the meanings of the same, the titles of Economic Development General Manager, Interim City Manager & Interim Executive Director of the Carson Redevelopment Agency).

**RECITALS**

A. City has entered into a process to hire a permanent City Manager/Executive Director and to that end has engaged the services of an executive search firm to assist City's City Council in such executive search.

B. In the interim, City engaged the services of Graves to act as its Interim City Manager/Interim Executive Director, in addition to Graves' duties as Economic Development General Manager. City now desires to extend the term of the Agreement for up to ninety (90) additional calendar days.

C. Graves is willing and otherwise qualified to perform the duties of both Economic Development General Manager and Interim City Manager/Interim Executive Director for an additional term of up to ninety (90) calendar days from and after July 10, 2011.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of performance, by the parties hereto, of the promises, covenants, and conditions herein contained, the parties hereto agree to the terms of this Agreement as follows:

1. Graves is hereby appointed Interim City Manager/Interim Executive Director, with all the powers, duties, and prerogatives of City's City Manager/Executive Director, as defined by City's Municipal Code, the California Government Code, related to general law cities, the California Health & Safety Code, and such other duties as customarily performed by past City practice, written City Standard Management Procedure, or as Graves shall be authorized to perform from time to time by City's City Council.

2. Graves shall be entitled to additional compensation from City, above and beyond that currently earned as Economic Development General Manager; such that Graves' total compensation during the term of this Agreement shall be equal to the total compensation being paid to City's out-going City Manager as of the Effective Date of this Agreement.

3. The term of this Agreement is hereby extended by the shorter of ninety (90) calendar days from the Effective Date or the date upon which City's City Council employs a new City Manager/Executive Director, and the same commences upon the duties of such employment, whichever date shall first occur.

4. During the extended term of the Agreement, Interim City Manager/Interim Executive Director shall continue to service as Economic Development General Manager. Graves shall not appoint an acting or interim Economic Development General Manager, and Graves shall be subject to the same furlough requirements as city's other general managers.

5. In all other respects, Interim City Manager/Interim Executive Director shall be subject to the terms and conditions of that certain City Manager Employment Agreement, dated July 21, 1988, and each and every amendment thereto, that was entered into by and between City and the out-going City Manager, except for the provisions of the same regarding relocation expenses, moving expenses, temporary housing allowance, the provisions requiring consultation with City's City Council regarding temporary appointments, and the provisions related to the conducting of an annual performance evaluation.

Executed at Carson, California, on Jun 17, 2011, to be effective as of the date first written above.

ATTESTED:

"City"

CITY OF CARSON & CARSON  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Helen S. Kawagoe, City Clerk &  
Agency Secretary, MMC

By: \_\_\_\_\_  
Jim Dear, Mayor & Agency Chair

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

"Graves"

By: \_\_\_\_\_  
City Attorney & Agency General Counsel

By: \_\_\_\_\_  
Clifford W. Graves