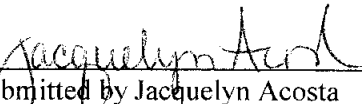


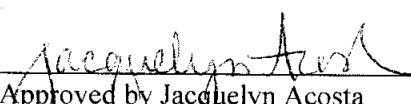


City of Carson Report to Mayor and City Council

February 18, 2014
New Business Consent

SUBJECT: CONSIDER APPROVAL OF AN INTERIM HUMAN RESOURCES EMPLOYMENT AGREEMENT WITH MR. ROBERT A. BLACKWOOD, AS REQUIRED BY GOVERNMENT CODE SECTION 21221(H)


Submitted by Jacquelyn Acosta
Acting City Manager


Approved by Jacquelyn Acosta
Acting City Manager

I. SUMMARY

With the retirement of the City's Human Resources Officer, it has become necessary to appoint a person to fill in on an interim basis. To that end, the City desires to appoint Mr. Robert A. Blackwood to such position.

However, Government Code section 21221(h) requires that, in the case of the appointment of a CalPERS-retired annuitant to an interim position, such appointment can only be made by the City Council.

II. RECOMMENDATION

APPROVE the Interim Human Resources Officer Employment Agreement with Mr. Robert A. Blackwood for interim services while the City recruits to fill the full time, permanent position.

III. ALTERNATIVES

DECLINE to make such appointment.

IV. BACKGROUND

The City's Human Resources Officer position is currently vacant and this critical position has created a dire situation which could have an adverse impact on the provision of City services.

Retired annuitant, Mr. Robert A. Blackwood, has the specialized supervisory skills and human resources operations knowledge necessary to perform this Human Resources Officer function, and is available to serve as the interim Human Resources Officer while the City recruits for someone to fill the position on a permanent basis.

Government Code section 21221(h) permits a public agency's governing body to appoint a retired annuitant to an interim position during the recruitment for a permanent appointment and/or during an emergency to prevent stoppage of public business, without reinstatement from retirement or loss or interruption of retirement benefits. Any such interim appointment may not exceed more than 960 hours of service.

V. FISCAL IMPACT

Funds for this interim appointment will come from the funds budgeted for the vacant full-time position.

VI. EXHIBITS

1. Interim Human Resources Officer Employment Agreement. (pgs. 3-8)
2. Robert A. Blackwood resumé. (pgs. 9-11)

Prepared by: Jackie Acosta, Acting City Manager

TC:Rev09-05-2013

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Public Works
Community Development	Community Services

Action taken by City Council	
Date _____	Action _____

THE CITY OF CARSON
INTERIM HUMAN RESOURCES OFFICER
EMPLOYMENT AGREEMENT

This AT-WILL INTERIM HUMAN RESOURCES OFFICER EMPLOYMENT AGREEMENT ("Agreement") is made by and between the CITY OF CARSON ("City") and ROBERT A. BLACKWOOD ("Employee"). The City and Employee may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, Government Code Section 21221(h) permits retired annuitants under the California Public Employees' Retirement System ("CalPERS") to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during the recruitment to permanently fill the vacant position;

WHEREAS, the position of Human Resources Officer is currently vacant and the City is currently conducting an open recruitment to permanently fill this vacant position;

WHEREAS, the position of Human Resources Officer serves as the department head for the City's Human Resources Department;

WHEREAS, the City is considering restructuring the Human Resources department such that the title of the Human Resources department head position may no longer be "Human Resources Officer" but the position would continue to have the same duties and responsibilities as the Human Resources Officer;

WHEREAS, the City anticipates the Human Resources Officer position (or equivalent human resources department head position) will be filled with a permanent replacement by September 30, 2014;

WHEREAS, the City desires to hire Employee as an at-will, part-time, temporary employee for the position of Interim Human Resources Officer, which is a position that requires specialized skills and expert professional or technical services for a definite period of time;

WHEREAS, as a CalPERS retired annuitant under Government Code Section 21221(h), Employee possesses extensive experience in a human resources department management capacity and the skill set to perform the required duties of Interim Human Resources Officer, desires to perform the duties of and assume responsibility for the position of Interim Human Resources Officer, and acknowledges that such employment is at-will and of a limited duration for a definite period of time, as described below;

WHEREAS, the Parties wish to establish the terms and conditions of Employee's services to the City, as described in this Agreement.

AGREEMENT

Section 1: TERM

The term of this Agreement shall commence on February 19, 2014 and shall automatically terminate on September 30, 2014, unless terminated prior to this date by either Party ("Term"). The City shall terminate this Agreement in accordance with Section 4 of this Agreement upon the City finding a permanent replacement for the position of Human Resources Officer (or equivalent human resources department head position). In no event shall the Term exceed the 960-hour per fiscal year limit under Government Code Section 21221(h). **Employee acknowledges he is an at-will, part-time, temporary employee who may be terminated, with or without cause, and with or without notice, at any time by the City Manager.** Employee may resign at any time with two weeks written notice to the City Manager. February 19, 2014 shall be Employee's "Hire Date" for purposes of this Agreement.

Section 2: DUTIES, RESPONSIBILITIES, AND WORK HOURS

A. Employee shall be appointed to the position of Interim Human Resources Officer for the City's Human Resources Department. Employee acknowledges that the position of Interim Human Resources Officer requires specialized skills and expert professional or technical services for a definite period of time, as described above in Section 1 of this Agreement. Employee shall perform all tasks necessary to plan, organize, and coordinate the activities of the Human Resources Department. Employment duties shall include, but not necessarily be limited to: attendance at City Council and other related agency meetings; labor relations and contract negotiations; workers' compensation administration; liability claims administration; litigation management and risk control; employee safety, training, and compliance; recruitment, training, and retention of qualified personnel; benefits administration; enforcement of personnel rules & regulations; training classes; development and revision of administrative policies, programs, procedures, and applicable laws; drafting of reports, memoranda, letters, and any other employment-related or risk management documents; and performance of any other related duties and responsibilities as assigned by the City Manager.

B. Employee acknowledges that City Hall is open Mondays through Thursdays from 7:00 a.m. to 6:00 p.m. and is closed on Fridays, such that the City's standard work week is four (4) 10-hour days. Because Employee is an at-will, part-time, temporary employee for a definite period of time, however, Employee shall be expected to keep regular, "on-site" office hours Mondays through Thursdays from 9:00 a.m. to 3:00 p.m., as well as work on Human Resources-related tasks from a home office, as may be required from time to time and/or authorized by the City. Subject to the Term as stated in Section 1 of this Agreement, Employee shall, on an average, dedicate approximately twenty-four (24) hours per week to the City and work under the direction of the City Manager. Employee acknowledges that he may be required and agrees to work additional hours if necessary, as directed and authorized by the City Manager.

C. All data, studies, reports, and other documents prepared and/or reviewed by Employee while performing his duties during the Term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data,

input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law. Such materials, without the prior written consent of the City Manager or his designee, shall not be used by Employee for any purpose other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

Section 3: COMPENSATION AND BENEFITS

A. The City agrees to compensate Employee at the top step of the salary range for the Human Resources Officer position, which currently has an hourly rate of sixty-three dollars and fifty-nine cents (\$63.59).

B. Employee shall not be eligible for any other incentives, compensation, or benefits, except for the above hourly rate and workers' compensation benefits.

Section 4: RESIGNATION/TERMINATION

A. Employee may resign at any time; provided, however, Employee shall reasonably provide the City Manager with at least two (2) weeks advance written notice.

B. Employee is an at-will employee and serves at the will and pleasure of the City Manager and may be terminated at any time, with or without cause, and with or without notice.

C. After Notice of Resignation or Termination, Employee shall cooperate with the City, as requested by the City, to effect a transition of Employee's responsibilities and duties and to ensure that the City is aware of all matters being handled by Employee.

Section 5. NOTICES

Notices required to be served pursuant to this Agreement shall be served in person or by first-class U.S. mail addressed as follows:

City

City of Carson
701 E. Carson St.
Carson, CA 90745
Attn: Ms. Jackie Acosta, Acting City Manager

Employee

Robert A. Blackwood
Address on file with the City

Section 6: GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Agreement are described as follows:

A. Indemnification. For the purposes of indemnification and defense of legal actions, Employee shall be considered an employee of the City and entitled to the same rights and subject to the same obligations as are provided for all other employees of the City, as set forth in the Government Code. Accordingly, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

B. Entire Agreement. The text of this Agreement shall constitute the entire and exclusive agreement between the Parties. All prior oral or written communications, understandings, or agreements between the Parties not set forth herein shall be superseded in total by this Agreement. No amendment or modification to this Agreement may be made except by a written agreement signed by the Employee and the City Manager and approved as to form by the City Attorney.

C. Assignment. This Agreement is not assignable by either the City or Employee.

D. Severability. In the event any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be illegal or void are wholly inseparable from the remaining portions of this Agreement.

E. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions in 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 time or times.

F. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Los Angeles County, California. Employee expressly waives any right to remove any such action from Los Angeles County.

G. Effective Date. This Agreement shall not become effective until it has been signed by Employee and approved by the City Manager.

H. Effect of Agreement on Employee's CalPERS Retirement Benefits. The City makes no representation on the impact, if any, this Agreement shall or may have upon his CalPERS retirement benefits, status, duties, and/or obligations. Employee acknowledges that in entering into this Agreement, he has not relied upon any such representations (none of which

being in existence) in assessing the CalPERS-related impact of his employment. Therefore, Employee releases the City from any and all CalPERS-related claims or liabilities that may arise in connection with his employment pursuant to this Agreement.

I. No Unemployment Insurance Benefits Received By Employee. Employee expressly certifies and warrants to the City that he has not received any unemployment insurance payments for retired annuitant work for any public employer within the 12 months prior to his appointment date.

J. Compliance With 960 Hours Per Fiscal Year Limit. Employee further certifies and warrants to the City that his anticipated work schedule of twenty four (24) hours per week will not cause him to exceed the 960 hours per fiscal year limit pursuant to Government Code Section 21221(h), including work for any other CalPERS employer during the current fiscal year.

K. Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 1090, 1125, and 87100 *et seq.* of the Government Code, and all other similar statutory and administrative rules.

L. Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, that each has carefully reviewed this entire Agreement, that each and every term thereof is understood, and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the Party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Carson has caused this Agreement to be signed and executed on its behalf by its Acting City Manager, and approved as to form by the City Attorney, and executed by the Employee.

CITY OF CARSON:

Dated: _____

Jackie Acosta
Acting City Manager

Approved as to form:

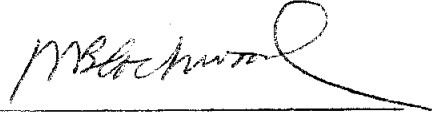
Dated: 2/13/14

William W. Wynder
City Attorney

EMPLOYEE:

In signing this Agreement, Employee understands and agrees that he is an **at-will, part-time, temporary employee** and that his rights to employment with the City are governed by the terms and conditions of this Agreement rather than the ordinances, resolutions, and policies of the City of Carson which might otherwise apply to classified or other employees of the City. Employee further acknowledges that he was given the opportunity to consult with an attorney prior to signing this Agreement.

Dated: FEB. 11, 2014



Robert A. Blackwood
Employee

ROBERT A. BLACKWOOD



Professional Experience

June 2013 – November 2014

Interim Director of Human Resources & Risk Management

City of Lynwood, California

Serve in Interim capacity to perform all functions of the City's Human Resources and Risk Management Department.

May 2011 – April 2013

Interim Deputy City Manager/Administrative Services (Human Resources & Risk Mgmt Director)

City of Glendora, California

Serve in Interim capacity to perform all functions of the City's Human Resources and Risk Management Department.

May 1997 – May 2, 2011
(Retired)

Director of Human Resources & Risk Management

City of Monterey Park, California

Lead, plan, organize, direct and coordinate a comprehensive human resources capital and risk management program.

Support the mission of the organization by leading the City's human resources department in providing recruitment, selection, employee orientation, classification, salary, labor relations, training, performance evaluation, counseling, and grievance resolution programs. Serve as lead negotiator in labor relations for the City's seven recognized employee organizations including sworn police, police management, sworn fire, fire management, general employees and mid-management units. Direct and conduct studies and surveys toward development of salary, benefit and cost data for management proposals; implement and monitor Memoranda of Understanding. Coordinate the City's medical insurance program CalPERS. Direct the placement of City's dental, life and long term disability insurance (presently utilizing the resources of the ICRMA benefits pool).

Lead and direct the City's liability and workers' compensation litigation by ensuring compliance with the City's litigation management guidelines. Direct the activities for placement of the City's property, excess liability, vehicle and excess workers' compensation insurance. Direct administration of the City's Third Party Administrator (TPA) contracts for liability and worker's compensation. Direct activities of attorneys representing the City in tort and workers' compensation cases.

Prepare and present City Council and Personnel Board agenda items. Serve as staff liaison to the Personnel Board. Serve as Governing Board Alternate to the Independent Cities Risk Management Authority (ICRMA).



2006 – 2011

Instructor

Cooperative Personnel Services (CPS)

Conduct labor relations training on contract basis as part of CPS Labor Relations Academy.

1987 – 1997

Director of Personnel & Risk Management

City of Hermosa Beach, California

Plan, organize, direct and coordinate a comprehensive personnel and risk management program.

Direct and administer the City's recruitment, selection, employee orientation, classification, salary, labor relations, performance evaluation, counseling, and grievance resolution programs. Serve as lead negotiator in labor relations. Direct and conduct studies and surveys toward development of salary, benefit and cost data for management proposals; implement and monitor Memoranda of Understanding. Direct the placement of City's medical, dental, life and long term disability insurance.

Manage liability and workers' compensation litigation by insuring compliance with the City's litigation management guidelines. Manage the purchase of property, excess liability, vehicle and excess workers' compensation insurance. Administer, coordinate and monitor the City's Third Party Administrator (TPA) contracts for liability and worker's compensation. Coordinate and monitor activities of attorneys representing the City in tort and workers' compensation cases. Represent the City in Small Claims Court proceedings.

Prepare and present City Council and Civil Service Board agenda items. Serve as staff liaison to the Civil Service Board. Serve as Governing Board Alternate to the Independent Cities Risk Management Authority (ICRMA).

1985 - 1987

Personnel Administrator

City of Hermosa Beach, California

Supervised the maintenance of personnel records; acted as City Liaison with consulting personnel agencies and City Civil Service Board; organized and executed recruitment and testing program. Participated with City Manager as part of the management negotiating team. Coordinated various employee group insurance and welfare programs.

1982 - 1985

General Services Field Supervisor

City of Hermosa Beach, California

Supervised the activities of the General Services Department field operations, which included Parking Enforcement, Animal Control, Crossing Guard and Community Bus services.

Education

California State University Long Beach

Bachelor of Arts Degree, Political Science/Public Administration

El Camino College

Associate of Arts Degree, Social Science

Former Committee Appointments

Independent Cities Risk Management Authority (ICRMA)

Member – Governing Board 1987 – 2011 (ICRMA President 2009 - 2011)

Member – Administrative Committee 2000 - 2011

Southern California Public Managers Association/Human Resources (SCPMA)

Served in several positions including Director/Treasurer/President 1998-2009

Certifications

International Personnel Management Association-Certified Professional (IPMA-CP) (retired/inactive)

CalPELRA Labor Relations Academy I

References

Professional references will be made available upon request

