

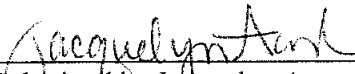


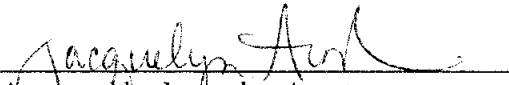
City of Carson

Report to Mayor and City Council

March 4, 2014
New Business Consent

SUBJECT: CONSIDER APPROVAL OF AN INTERIM ASSISTANT CITY MANAGER EMPLOYMENT AGREEMENT WITH MR. BRUCE BARRETTE, AS REQUIRED BY GOVERNMENT CODE SECTION 21221(H)


Submitted by Jacquelyn Acosta
Acting City Manager


Approved by Jacquelyn Acosta
Acting City Manager

I. SUMMARY

At the direction of the City Council, staff has selected an Interim Assistant City Manager to assist the Acting City Manager in managing the day-to-day operations of the City and work on special projects. 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. Therefore, staff recommends that the City Council approve the Interim Assistant City Manager Employment Agreement with Mr. Bruce Barrette to serve in such position on an interim basis.

II. RECOMMENDATION

APPROVE the Interim Assistant City Manager Agreement with Mr. Bruce Barrette 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 FY 2013/14 adopted budget included funding for a permanent, full-time Assistant City Manager position. However, the filling of this position on a permanent basis has been put on hold pending the City Council's recruitment for and selection of a permanent City Manager. There is though still the need to have someone serve in that position to assist the Acting City Manager manage the day-to-day operations of the City.

Retired annuitant, Mr. Bruce Barrette, has the experience in, and thorough knowledge of, municipal operations that is necessary to perform in this Assistant City Manager position, and is available to serve as the Interim Assistant City Manager 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 Assistant City Manager Employment Agreement. (pgs. 3-8)
2. Bruce Barrette resumé. (pgs. 9-10)

Prepared by: Jackie Acosta, Acting City Manager

TO: 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 ASSISTANT CITY MANAGER
EMPLOYMENT AGREEMENT

This AT-WILL INTERIM ASSISTANT CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is made by and between the CITY OF CARSON ("City") and BRUCE BARRETTE ("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; and

WHEREAS, the position of Assistant City Manager is currently vacant and the City is currently conducting an open recruitment to permanently fill this vacant position; and

WHEREAS, the position of Assistant City Manager serves the critical role of assisting the City Manager manage the day-to-day operations of the City as well as working on special projects; and

WHEREAS, the City anticipates the Assistant City Manager position will be filled with a permanent replacement by December 31, 2014; and

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

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

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

EXHIBIT NO. 01

AGREEMENT

Section 1: TERM

The term of this Agreement shall commence on March 5, 2014, and shall automatically terminate on December 31, 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 Assistant City Manager. 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, 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. March 5, 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 Assistant City Manager in the City Manager's Department. Employee acknowledges that the position of Interim Assistant City Manager 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 departments assigned to him, as well as to complete the special projects assigned to him by the City Manager. Employment duties shall include, but not necessarily be limited to: attendance at City Council and other related meetings; overseeing the day-to-day operations of certain departments; working on special projects; development and revision of administrative policies, programs, procedures, and applicable laws; drafting of reports, memoranda, letters, and any other City-related 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, 10-hour days. Because Employee is an at-will, temporary employee for a definite period of time, Employee shall be expected to keep regular, "on-site" office hours Mondays through Thursdays from 7:00 a.m. to 6:00 p.m. Subject to the Term as stated in Section 1 of this Agreement, Employee shall, on an average, dedicate approximately forty (40) hours per week to the City and work under the direction of the City Manager. Employee acknowledges that he may be required to 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 step D of the salary range for the Assistant City Manager position, which currently has an hourly rate of seventy-seven dollars and fifty-six cents (\$77.56).

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

Bruce Barrette
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 the City Manager and approved by the City Council.

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 for (40) 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: _____

William W. Wynder
City Attorney

EMPLOYEE:

In signing this Agreement, Employee understands and agrees that he is an **at-will, 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: _____

Bruce Barrette
Employee



Bruce Barrette

STRENGTHS SUMMARY:

- Project Management: Serves as lead staff member in HCDGB Committee and Redevelopment PAC Committee. Website development and maintenance and customer service software deployment. Piloted City Pride Program, coordinating more than 40 judges and over 50 residents and business owners. Personnel system management and contract management.
- Municipal Government: Researches, writes, and presents ordinances, resolutions, conditional use permits, and variances to City Council and Planning Commission.
- Finance Management: Developed City budget, Community Development Department budget; Administrative Services Department budget City Managers budget, Public Works budget, CIP budget, tax increment financing, monthly and annual reports. I assisted in audits, CAF preparation, road report and numerous other financial reports.
- Communication Skills: Proficient in written and oral communications; preparation of staff reports for City Council, Planning Commission, community groups, and other governmental agencies.
- Organization: Serves as liaison to numerous government agencies and Chamber of Commerce.
- Technical Advisor: Administers and manages installation of city computer network and telephone systems.

WORK EXPERIENCE:

- April 2006 to August 2011: Public Works Manager, City of La Habra Heights
- November 2002 to February 2006: Assistant to the City Manager, City Managers Department, City of Los Alamitos
- September 1997 to November 2002: Network Manager, Administrative Services Department, City of Los Alamitos, CA
- August 1993 to September 1997: Finance Assistant, Administrative Services Department, City of Los Alamitos
- October 1990 to August 1993: Community Development Analyst, Community Development, City of Los Alamitos
- February 1988 to October 1990: Community Development Assistant, Community Development, City of Los Alamitos
- 1980 to 1985: Restaurant management, e.g., Century Plaza Hotel and Chart House

ACCOMPLISHMENTS:

Completed multiple research and analysis projects for the City of Los Alamitos, including: redevelopment; legislative platform; utility tax; annexation; trash rates; personnel; computer networking; FEMA reimbursement; cash flow analysis; department and city-wide budget; cable television franchise negotiations and operation, prepared RFP for City Attorney, helped secure \$21 million from Congress for military construction, managed implementation of city website, customer service software; Strategic plan development, and numerous purchasing analysis. In addition, I created a Public Works Department for the City of La Habra Heights. I have managed many public works projects, including FEMA projects.

EDUCATION:

A.A. Liberal Studies - Fullerton College

B.A. Geography - Long Beach State University

M.P.A. Public Administration - Long Beach State University (one class remaining)