



City of Carson Report to Mayor and City Council

December 21, 2010
New Business Consent

SUBJECT: CONSIDER APPROVING AN INTERIM CITY MANAGER/INTERIM EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT

Submitted by William W. Wynder
City Attorney

Approved by 
City Manager

THIS IS A JOINT AGENDA ITEM

I. SUMMARY

Presented for consideration is an Interim City Manager's/Interim Executive Director's Agreement for Council consideration and action.

II. RECOMMENDATION

APPROVE the attached "INTERIM CITY MANAGER/INTERIM EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT" 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

Mr. Jerome G. Groomes, the current City Manager/Executive Director, has resigned his employment with city effective January 6, 2011. The City Council has entered into a process to find a replacement for its out-going 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 desires to engage 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.

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 term of service in this dual capacity does not exceed six (6) consecutive calendar months.

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

6.

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’ current 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 Agreement would be the shorter of six (6) consecutive calendar months from January 10, 2011, 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 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. Interim City Manager/Interim Executive Director Employment Agreement. (pgs. 4-5).

Document1

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 _____

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

This INTERIM CITY MANAGER/INTERIM EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT (the "Agreement") is made and effective as of January 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's current City Manager/Executive Director (the "out-going City Manager") has resigned his employment with City and his last day of work will be January 6, 2011. City has entered into a process to find a replacement for its out-going 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 desires to engage the services of Graves to act as its Interim City Manager/Interim Executive Director, in addition to Graves' duties as Economic Development General Manager.

C. 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 term of service in this dual capacity does not exceed six (6) consecutive calendar months.

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

EXHIBIT NO. - 1



being paid to City's out-going City Manager as of the Effective Date of this Agreement.

3. The term of this Agreement shall be the shorter of six (6) consecutive calendar months 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 term of this 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 December 21, 2010, 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

