

RESOLUTION NO. 94-2010

Adopted July 6, 2010

AUTHORIZING A FIRST AMENDMENT TO THE AGENCY'S EMPLOYMENT AGREEMENT WITH EXECUTIVE DIRECTOR FRED BLACKWELL

BASIS FOR RESOLUTION

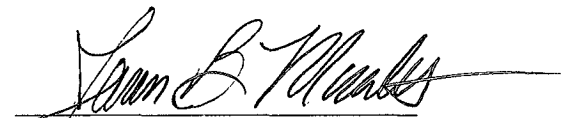
1. On August 14, 2007, the Redevelopment Agency of the City and County of San Francisco ("Agency") approved, by Resolution No. 87-2007, the appointment of Fred Blackwell ("Employee") as the Agency's Executive Director. The Agency and Employee entered into an Employment Agreement dated as of August 30, 2007, as authorized by Resolution No. 88-2007 (Aug. 14, 2007), for a three-year term expiring on August 30, 2010 ("Original Agreement").
2. The Agency and Employee now seek to amend the Original Agreement to provide for an additional three-year term expiring on August 30, 2013 ("First Amendment"). Consistent with the Original Agreement, the First Amendment provides an initial period during which time the Agency may only terminate the contract for cause. In the Original Agreement, this initial phase ran for a two-year period. In the third year of the contract (or later), the Agency may terminate the Original Agreement without cause, subject, however, to a severance payment for six months of salary and benefits. In the First Amendment, the initial period of the contract during which time the Agency may only terminate for cause runs from the effective date of the First Amendment until January 8, 2012, the date on which the next duly-elected Mayor will take office. After that date and until August 30, 2013, the Agency may terminate without cause subject to the severance payment described in the Original Agreement.
3. The Original Agreement provided that the Employee was hired for the Executive Director position at the Step 3 rate, which currently is \$188,734 per year under the Agency's Resolution Establishing Classifications of Positions and Compensation (Resolution No. 100-2009). The Original Agreement provided that the Employee's rate of pay at the entrance step (Step 3) would remain in effect for the duration of the term of the Original Agreement unless the Agency Commission determined otherwise in its sole discretion. To date, the Employee has not received any step salary increases.
4. The Agency and Employee do not propose any salary increase in the First Amendment, but clarify that the Employee qualifies for step increases that are similar to those available to other Agency employees and that would become available after six and twelve month intervals from the effective date of the First Amendment. Consistent with the Original Agreement, the Employee would also be eligible for cost of living adjustments, if any, received by the Agency's Local 21 Supervisory/Management Bargaining Unit.

5. The Original Agreement provided that the Employee receive paid vacation leave of twenty (20) days per year, that there was no limit on the number of unused vacations days that the Employee could accumulate, and that Agency policy for other employees governed the procedures for crediting leave to the Employee. Agency policy does not currently provide for cashing out vacation leave during an employee's tenure with the Agency. Given the demands of the Executive Director position, the Employee has been unable to use his vacation leave. The First Amendment would authorize a limited cash-out payment of unused vacation leave at the end of the calendar year if the Employee has a vacation balance of at least twenty (20) days and elects to exchange up to ten days of accumulated vacation balance for cash, at the Employee's base rate of pay in effect on the date of request.
6. The Agency Commission has periodically reviewed Mr. Blackwell's performance and determined that he has met or exceeded the requirements and goals for the position of Executive Director.
7. By this First Amendment, the Agency and Employee wish to amend the Original Agreement to extend its term, authorize step increases in compensation, and provide for a limited "cash out" of unused vacation leave.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that the First Amendment to the Employment Agreement with Executive Director Fred Blackwell is hereby approved, substantially in the form attached to this Resolution.

APPROVED AS TO FORM:



James B. Morales
Agency General Counsel

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement ("First Amendment") is made as of _____, between the Redevelopment Agency of the City and County of San Francisco ("Agency") and Fred Blackwell ("Employee").

RECITALS

A. On August 14, 2007, the Agency approved, by Resolution No. 87-2007, the appointment of Employee as the Agency's Executive Director. The Agency and Employee entered into an Employment Agreement dated as of August 30, 2007, as authorized by Resolution No. 88-2007 (Aug. 14, 2007), for a three-year term expiring on August 30, 2010 ("Original Agreement").

B. Under the Agency's Resolution Establishing Classifications of Positions and Compensation ("Compensation Resolution"), Agency employees are entitled to receive a rate of compensation based on a salary range number from Step 1 through Step 5 for the job classification applicable to the employee's position. The Original Agreement provided that the Employee was hired at the Step 3 rate for the Executive Director position.

C. Under the Agency's Personnel Policy, employees are eligible for their first step increase in salary after satisfactory performance of a six-month probationary period, for their second step increase after completion of an additional six months of service, and for their third and subsequent step increases, if any, after another twelve months of services. Section VII. B. 1. of the Personnel Policy. The Original Agreement provided that the Employee's rate of pay at the entrance step (Step 3) would remain in effect for the duration of the term of the Agreement unless the Agency Commission determined otherwise in its sole discretion. To date, the Employee has not received any step salary increases.

D. The Original Agreement provided that the Employee receive paid vacation leave of twenty (20) days per year, that there was no limit on the number of unused vacations days that the Employee could accumulate, and that Agency policy for other employees governed the procedures for crediting leave to the Employee. Agency policy does not currently provide for cashing out vacation leave during an employee's tenure with the Agency. Given the demands of the Executive Director position, the Employee has been unable to use his vacation leave.

E. By this First Amendment, the Agency and Employee wish to amend the Original Agreement to extend its term, authorize step increases in compensation, and provide for a limited "cash out" of unused vacation leave.

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NOW, THEREFORE, the Agency and Employee do hereby agree as follows:

1. TERM.

The entirety of Section 2.1 (Term) is hereby deleted and replaced with the following:

2.1 Term

Except in the case of earlier termination as hereinafter specifically provided, the term of this First Amendment shall commence on July 7, 2010, and shall continue for a period terminating August 30, 2013, provided that on January 8, 2012, or at any time thereafter, the Agency may terminate this Agreement without cause upon 30 days written notice to Employee. Upon any such termination without cause, Employee shall receive, in addition to compensation to which he is otherwise entitled, six (6) months' salary and benefits as described in Section 4 hereunder.

2. SALARY.

The entirety of Section 3 (Salary) is hereby deleted and replaced with the following:

Section 3. SALARY

For all services rendered by Employee hereunder, the Agency agrees to pay Employee at the rate of the Executive Director Classification, Step 3 (\$188,734 per year) per the Agency's Resolution Establishing Classifications of Positions and Compensation (Resolution No. 100-2009), payable at the times and in the manner established for payment of salaries for all Agency employees. Employee shall receive periodic cost of living adjustments ("COLA"), as well as salary reductions, to the same extent granted to and received by Local 21 Management / Supervisory Unit employees of the Agency. In addition, Employee will be eligible to advance to Step 4 after completion of an additional six (6) months of service from the effective date of the First Amendment and thereafter to Step 5 after completion of another six months of service (together the "Step Eligibility Dates"); provided, however, that Employee's advancement to Steps 4 and 5 shall only occur if the Agency Commission, in its sole discretion, has provided the Employee with a satisfactory performance evaluation, which shall be final and not subject to appeal. If the Agency Commission does not complete a performance evaluation of the Employee within 30 days of the Step Eligibility Dates, the Employee shall be automatically entitled to advance to the next applicable step.

3. VACATION LEAVE.

The following two sentences are added at the end of Section 4.1 (Vacation Leave):

At the end of each calendar year, but not later than December 31, if the Employee has a vacation balance of at least twenty (20) days, the Employee may elect to exchange up to ten (10) days of accumulated vacation balance for cash. The Employee shall make

written request for the cash exchange. Payment shall be made at Employees base rate of pay only in effect on the date of the request.

4. EFFECT OF ORIGINAL AGREEMENT.

All provisions of the Agreement, except as modified by this First Amendment, remain in full force and effect and are reaffirmed.

5. EFFECTIVE DATE OF FIRST AMENDMENT.

This First Amendment will be effective as of July 7, 2010.

REDEVELOPMENT AGENCY OF THE
CITY AND COUNTY OF SAN FRANCISCO

EMPLOYEE

By: _____
Rick Swig
Commission President

By: _____
Fred Blackwell

APPROVED AS TO FORM:

By: _____
James B. Morales
Agency General Counsel

Authorized by Agency Resolution No. _____, adopted _____, 2010.