Printed: April 8, 2010

City of YUMA

CITY OF YUMA
SPECIAL CITY COUNCIL MEETING AGENDA
COUNCIL CHAMBERS – YUMA CITY HALL
ONE CITY PLAZA, YUMA, ARIZONA
FRIDAY, APRIL 09, 2010
1:00 P.M.

CALL TO ORDER

ROLL CALL

I. MOTION CONSENT AGENDA

1. Agreement: City Administrator

To appoint the City Administrator and authorize execution of an agreement and terms of employment with Gregory K. Wilkinson to serve as City Administrator for the City of Yuma effective March 27, 2010. (Mayor & Council)

SUGGESTED MOTION: To approve the MOTION CONSENT AGENDA as recommended:

M/_____ S/_____ VV/_____

ADJOURNMENT

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 the City of Yuma does not discriminate on the basis of disability in the admission of or access to, or treatment or employment in, its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities, or services contact: ADA/Section 504 Coordinator, City of Yuma Human Resources Department, One City Plaza, PO Box 13012, Yuma, Arizona 85366-3012; (928) 373-5125 or TTY (928) 373-5149.

City of YUMA

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE:	April 9, 2010	☒ Motion ☐ Resolution
DEPARTMENT:	Mayor & Council	☐ Ordinance - Introduction ☐ Ordinance - Adoption
DIVISION:		☐ Public Hearing

TITLE:
Agreement: City Administrator

SUMMARY RECOMMENDATION:
To appoint the City Administrator and authorize execution of an agreement and terms of employment with Gregory K. Wilkinson to serve as City Administrator for the City of Yuma effective March 27, 2010.

REPORT:

On March 3, 2010 City Council accepted the resignation of City Administrator, Mark S. Watson effective March 26, 2010. Furthermore, on March 17, 2010, by unanimous vote City Council selected Gregory K. Wilkinson to serve as the Interim City Administrator. The City Council also directed staff that negotiations be conducted for the purpose of reaching an agreement with the City Administrator.

The proposed agreement for Gregory K. Wilkinson, City Administrator, shall be retroactive to March 27, 2010, with the following terms and conditions:

- Agreement commencing March 27, 2010
- An annual salary of $126,691.55
- Accrual of annual leave of 176 hours general leave and 57.5 hours of major medical leave
- Allowance of $60 per month for cell phone
- Provision to resume duties of Assistant IT Director if desired
- Other provisions relating to duties, performance, and evaluations

On April 7, 2010 the City Council approved a contract for appointment of a City Administrator. The parties believed that since the City Council has the right to terminate the employment agreement at any time without cause, and the appointed City Administrator had the right to resign at any time with one months notice, and further, the parties could extend the contract, then the term of appointment would be in fact an indefinite term. However, there may be a concern that the sentence in section 2A containing dates would suggest a definite term, therefore this action would delete the phrase, “and end March 26th, 2011” to conform to the understanding of the parties.

FISCAL REQUIREMENTS				
	CITY FUNDS:	$0.00	BUDGETED:	$0.00
	STATE FUNDS:	$0.00	AVAILABLE TO TRANSFER:	$0.00
	FEDERAL FUNDS:	$0.00	IN CONTINGENCY:	$0.00
	OTHER SOURCES:	$0.00 $0.00 $0.00	FUNDING FOR THIS ITEM IS FOUND IN THE FOLLOWING ACCOUNT / FUND / CIP:	
	TOTAL:	$0.00		
	FISCAL IMPACT STATEMENT: Annual estimated cost for salary,(but not including the cost for cell phone) is $126,691.55.			

ADDITIONAL INFORMATION	
	SUPPORTING INFORMATION NOT ATTACHED TO THE CITY COUNCIL ACTION FORM THAT IS ON FILE IN THE OFFICE OF THE CITY CLERK: 1. Draft recommendation for City Administrator contract agreement 2. 3. 4. 5.
	IF CITY COUNCIL ACTION INCLUDES A CONTRACT, LEASE OR AGREEMENT, WHO WILL BE RESPONSIBLE FOR ROUTING THE DOCUMENT FOR SIGNATURE AFTER CITY COUNCIL APPROVAL? ☐ Department ☒ City Clerk's Office

SIGNATURES		
	CITY ADMINISTRATOR: Gregory K. Wilkinson	DATE: 4/8/2010
	REVIEWED BY CITY ATTORNEY:	DATE:
	RECOMMENDED BY (DEPT/DIV HEAD): Alan L. Krieger	DATE: 4/8/2010
	WRITTEN/SUBMITTED BY: Jack Dodd, Director of Human Resources	DATE: 4/8/2010

Employment Agreement
Between
The City of Yuma, Arizona
And
Gregory K. Wilkinson

This agreement is made and entered into this 27th day of March, 2010, by and between the City of Yuma, a municipal corporation, hereinafter referred to as the "City" and Gregory K. Wilkinson, hereinafter referred to as the "Employee" or "City Administrator," both of whom understand the following terms of employment:

Whereas, the City Council of Yuma, Arizona, desires to employ said Gregory K. Wilkinson as City Administrator, as provided by the Yuma City Charter, Article VIII, Section 1; and

Whereas, Gregory K. Wilkinson, agrees to be engaged in employment with the City of Yuma, and

Whereas, this agreement is afforded to clarify the intent of the parties as to the terms and conditions of the City's employment of Gregory K. Wilkinson as City Administrator and the parties agree as follows:

Section 1: Duties

A. The City hereby agrees to employ said Gregory K. Wilkinson as City Administrator of the City of Yuma to perform the functions and duties specified in the City Charter, applicable City Codes and Ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. The Employee hereby agrees to perform faithfully and the best of his abilities all of the duties pertaining to said office as may be required by the laws of the City of Yuma and the State of Arizona relating to municipal corporations, and the rules and regulations of the City that are now in force or that may be put in force during the term herein stated and further shall perform such other tasks and duties as may be designated by the City Council and the parties hereto agree that said position as City Administrator shall be deemed and construed to be a full-time position.

C. The Employee agrees to remain in the exclusive employ of the City of Yuma during this agreement. The term "employ" however, shall not be construed to include occasional teaching, writing, speaking or consulting on the Employee's time off, providing that there is no activity involving any prohibited conflicts of interest with the City.

Section 2: Term

A. The term of this agreement shall begin March 27, 2010. Arizona law currently precludes this agreement from extending beyond the political life of the current City Council. Therefore, this agreement may be renewed or renegotiated as provided by law with each new standing City Council.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the Employee at any time, with or without cause, subject only to the provisions set for in Section 3 of this agreement.

C. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 3, paragraph C, of this agreement.

Section 3: Termination and Severance Pay

A. In the event that the Employee is terminated by the City Council during such time that the Employee is willing and able to perform the duties of City Administrator, then in that event, the City agrees Employee will return to his position as Assistant ITS Director for Telecommunications.

B. In the event that the Employee is terminated because of his conviction of any illegal act involving personal gain to him, then, in that event, the City shall have no obligation to comply with Section 3, paragraph A, of this agreement.

C. In the event Employee voluntarily resigns his position with the City, then the Employee shall give the City one month's written notice in advance.

Section 4: Salary

The City agrees to pay the Employee for his services rendered pursuant hereto, effective March 27, 2010, an annual base salary of $126,691.55, payable in installments at the same time as the other management employees of the City are paid.

Section 5: Performance Evaluation

A. The City Council shall review and evaluate the performance of the Employee as they deem appropriate. Said review and evaluation shall be in accordance with specific goals and criteria developed jointly by the City and the Employee. Said criteria may be added, removed or modified from time to time as the City Council may determine in consultation with the Employee.

Section 6: Cellular Telephone

The City recognizes the duties of a City Administrator require that he be accessible at all times in case of emergency. As such, City shall provide the Employee with cellular telephone reimbursement of $60/month for City business and personal use.

Section 7: General Leave and Major Medical Leave

A. The Employee shall accrue General Leave and Major Medical Leave at the City of Yuma in accordance with the City's personnel policy. In recognition for his years of public service, the Employee shall accrue General Leave and Major Medical Leave as follows: General Leave at a rate of 7.04 hours per pay period and Major Medical Leave at 2.3 hours per pay period. Employee shall be credited 40 hours of General Leave on March 27, 2010.

B. Employee shall be entitled to receive the same General Leave and Major Medical Leave provisions governing payment on termination of employment as are accorded Department Directors.

Section 8: General Benefits

Except as otherwise specified, the Employee shall receive all fringe benefits City provides to all other general City employees, including mileage reimbursement at an approved rate, except Employee shall not be entitled to any additional retirement contributions or benefits from the Arizona State Retirement System as he has retired from said system and is receiving retirement benefits.

Section 9: Other Terms and Conditions of Employment

All provisions of the City Charter and City Code, and regulations and rules of the City relating to General Leave and Major Medical Leave, hours of work and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of the City, except as specifically otherwise provided herein.

Section 10: General Provisions

A. The text herein shall constitute the entire understanding between the parties.

B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.

C. This agreement may be amended by mutual consent of the parties at any time during its term.

D. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or enforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Yuma has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

APPROVED:

_____	_____
Alan L. Krieger Mayor	Gregory K. Wilkinson

ATTEST:

_____

Brigitta M. Kuiper
City Clerk