

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

This agreement is made and entered into this 17th day of January 2018, 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, hereinafter referred to as the Employer, desires to retain and encourage the continuous employment of 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 to 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 be effective January 1, 2018. 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 paragraph B, 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 to pay the Employee a lump sum cash payment equal to two months' aggregate salary in addition to normal accumulated general and medical leave.
- 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 pay any of the amounts set forth in the preceding paragraph. Aggregate salary is to include salary, vehicle allowance, and other applicable fringe benefits, including accumulated general and medical leave.
- C. In the event Employee voluntarily resigns his position with the City, then the Employee shall give the City two month's written notice in advance.

Section 4: Salary

The City agrees to pay the Employee for his services rendered pursuant hereto, effective January 1, 2018, an annual base salary of \$156,517.64 payable in installments at the same time as the other management employees of the City are paid.

Section 5: Performance Evaluation

The City Council may 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 and pay monthly cost of a tablet.

Section 7: Deferred Compensation

The City agrees to contribute to the City Administrator's chosen deferred compensation plan in an amount equivalent to 7% of his annual salary. Contributions shall be made in installments as determined by the deferred compensation plan provider.

Section 8: Automobile Allowance

As automobile allowances have been discontinued the City will provide access to vehicle for use by Administrator as needed.

Section 9: General Leave and Sick Leave

- A. The Employee shall accrue General Leave and Sick 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 at a rate of 8.70 hours per pay period and Sick Leave at a rate of 40 hours per year. Notwithstanding the current City policy regarding accrual, and given that the job demands of a City Administrator do not always allow for taking normal blocks of vacation, the Employee may accrue a maximum of 600 hours or 15 weeks' annual leave.
- B. Employee shall be entitled to receive the same General Leave and Sick Leave provisions governing payment on termination of employment as are accorded Department Directors.

Section 10: 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.

Section 11: 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 Sick 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 12: 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:

Douglas J. Nicholls
Mayor

Gregory K. Wilkinson

ATTEST:

Lynda L. Bushong
City Clerk