



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

March 22, 2022

SUBJECT: Consider approving Amendment No. 1 to the Amended and Restated Agreement with Jim Goodwin for City Manager Services.

PREPARED BY: Jennifer Buckman, City Attorney

Recommendation

Staff recommends that the Wheatland City Council approve Amendment No. 1 to the Amended and Restated Agreement with Jim Goodwin for City Manager Services.

Background

The current Amended and Restated Agreement with Jim Goodwin for City Manager Services provides for the City Manager to work part-time hours with a target of 60% of a full-time 40-hour work week, or 24 hours per week. The Amendment would increase the target number of part-time hours from 60% to 75%, or 30 hours per week. The City Manager has informed the City's negotiators that he feels he needs to be present more to provide the supervision and leadership necessary for City staff. The City is experiencing growth, has several capital improvement projects underway, and demands for services have been increasing. The City Manager needs to spend as much time on the job as the department heads in order to provide effective leadership to manage these issues.

Discussion

The City Manager's current hourly rate is \$103.85 per hour with a target of 48 hours per pay period. Under this Amendment, the City Manager would work 12 additional hours per pay period, which is 312 hours more per year, for an additional cost of \$32,401, not including tax and fringe benefits. Thus, the budgeted annual cost to the City for the City Manager's pay would increase from \$129,605 (based on 60% time) to \$162,006 (based on 75% time), plus tax and fringe benefits.

Fringe benefits will increase slightly with this Amendment because the Restated Agreement includes an obligation for the City to contribute 6% of the City Manager's pay to a retirement fund. The retirement contribution increase resulting from this

Amendment would be $.06 \times \$32,401 = \$1,944$. Other fringe benefits paid for by the City under the Agreement include the vision/dental/life insurance costs, which are a flat rate not tied to wages, and will not be affected by the increase in hours.

60% of the cost of the City Manager's pay is charged to the general fund, with the balance charged mostly to water and sewer funds. (As you know, the regional sewer project has been consuming a lot of the City Manager's time in the last two years.)

Fiscal Impact

The Amendment will result in estimated costs to the City of \$32,401 plus \$1,944, for a total of \$34,345 per year.

Attachment

1. First Amendment to Amended and Restated Agreement Between the City of Wheatland and Jim Goodwin for City Manager Services

**FIRST AMENDMENT TO
AMENDED AND RESTATED
AGREEMENT BETWEEN THE CITY OF WHEATLAND
AND JIM GOODWIN FOR CITY MANAGER SERVICES**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT (AMENDMENT) is made and entered into effective March __, 2022 by and between the **CITY OF WHEATLAND (CITY)** and **JIM GOODWIN (EMPLOYEE)**, and is based on the Recitals and matters set forth herein.

RECITALS

- A. **EMPLOYEE** serves as **CITY's** City Manager pursuant to the Amended and Restated Agreement dated January 1, 2021 (the "**RESTATED AGREEMENT**").
- B. Following negotiations between the **EMPLOYEE** and **CITY**, and in consideration of the good and valuable services **EMPLOYEE** has been performing for **CITY** under the **AGREEMENT**, and **CITY's** desire to retain **EMPLOYEE** to continue to perform those services, the **PARTIES** desire to amend the **RESTATED AGREEMENT** to include the additional provisions stated below.
- C. Collectively, the **RESTATED AGREEMENT** and this **AMENDMENT** will be referred to hereafter as the "**AGREEMENT**" and will constitute the entire understanding and agreement of the **PARTIES**.

IN CONSIDERATION of the mutual covenants contained herein and for good and valuable consideration, the **PARTIES** agree as follows:

**SECTION 1
Modification of Paragraph 5**

Paragraph 5 of the **RESTATED AGREEMENT** is amended to read as follows:

Goodwin acknowledges that his position is a part-time management position. It is anticipated that Goodwin shall work an average of four days per week, with a target of approximately 75% of the hours of an equivalent full-time position. However, the Parties acknowledge that time may vary depending on City's needs. Goodwin shall not engage in any conduct, other employment or business, commercial or professional pursuits, whether for compensation or otherwise, that would interfere with his responsibilities and duties to City or that would reflect unfavorably upon the interests of City. Any outside employment, consulting or business conducted by Goodwin during the term of this Agreement requires the prior approval of the City Council.

Except as specifically modified by the terms of this **AMENDMENT**, the provisions of the **RESTATED AGREEMENT** are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this **AMENDMENT** with an effective date as set forth above.

CITY OF WHEATLAND

JIM GOODWIN

Rick West, Mayor

Jim Goodwin

ATTEST:

Lisa Thomason, City Clerk