



CITY OF MARTINEZ

**CITY COUNCIL AGENDA
June 18, 2012**

TO: Mayor and City Council
FROM: Jeffrey Walter, City Attorney
SUBJECT: Agreement with Jim Jakel for Part-Time Interim City Manager Services
DATE: June 12, 2014

RECOMMENDATION:

Consideration and possible action to approve an Agreement with Jim Jakel to provide part-time Interim City Manager services.

BACKGROUND:

It is anticipated that the current Interim City Manager, Anna Gwyn Simpson, will take maternity leave sometime between August and November 2014. The attached Consulting Services Agreement (“Agreement”) proposes to retain Mr. Jakel as a part-time Interim City Manager from July 1, 2014, through November 14, 2014. His hours of work would fluctuate, depending upon need. He proposes that he be paid an hourly rate that corresponds to the salary of former City Manager Phil Vince, together with reimbursement for mileage for travel that he is required to undertake (other than commuting to and from City Hall) to fulfill his obligations under the Agreement.

It is within the Council’s discretion to determine whether to retain Jim Jakel as the Interim City Manager during the time Anna Gwyn Simpson is absent on maternity leave, and, if so, under what terms and conditions.

FISCAL IMPACT:

There is no fiscal impact to the General Fund. The approved Fiscal Year 2014-15 Budget includes funding for the vacant position of Deputy Director of Strategic Planning and Community Development. These funds will be allocated to pay for services rendered under this Agreement.

ACTION:

Motion approving an agreement for Jim Jakel to provide part-time Interim City Manager services and authorizing the Mayor to execute said agreement.

Attachments:
Consulting Services Agreement

APPROVED BY: 
Interim City Manager

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 2014, by and between Jim Jakel (hereinafter “Consultant”) and the City of Martinez (“City”).

RECITALS

Whereas, the City desires to retain Jim Jakel as a Consultant on a part time, temporary basis to perform the services of Interim City Manager; and

WHEREAS, the Consultant is desirous of providing such services to the City on the terms and conditions that are mutually acceptable and are set forth below:

AGREEMENT

NOW, THEREFORE, the City and Consultant agree as follows:

1. That effective July 28, 2014, and continuing through November 14, 2014, the City shall retain Consultant and Consultant agrees to perform the services of the City’s Interim City Manager under the terms and conditions of this Agreement.

2. Consultant shall be retained as an employee of the City but not as a member of its civil service. Consultant’s employment shall be temporary and part-time.

3. Consultant’s employment and the rights and obligations under this Agreement may be terminated at any time, with or without reason, by either party upon the giving of 15 days advance written notice to the other party.

4. Consultant shall perform those tasks and have those powers and duties specified in Chapter 2.04 “City Manager” of the Martinez Municipal Code, and other duties as may be assigned to Consultant from time to time by the City Council.

5. Consultant shall perform the services described herein during the following periods for the following number of hours:

A. From July 1, 2014 through July 27, 2014: no more than 10 hours per week, as needed by the permanent Interim City Manager.

B. From July 28, 2014 through August 29, 2014: approximately, 30 hours per week. Consultant shall generally work Mondays from 8:30 a.m. to 3:00 p.m. Consultant shall generally work Tuesdays, Wednesdays and Thursdays from 8:30 a.m. to 4:00 p.m. Consultant shall not work on Fridays.

C. From September 2, 2014, through October 31, 2014: approximately 20-25 hours per week. Consultant shall generally work three days each week from approximately 8:30 a.m. to 4:00 p.m. on each of those days. Consultant shall advise the City and its staff, in advance and by email, which three days of each week he intends to work.

D. From November 3, 2014 through November 14, 2014: no more than 10 hours per week, as needed by the permanent Interim City Manager.

6. During the term of this Agreement, Consultant shall likely be absent for a vacation up to 12 consecutive days in length. At least 21 days prior to the commencement of this vacation, Consultant shall advise the City Council and management staff of the dates of said vacation. The parties also acknowledge that during the term of this Agreement, Consultant will likely take an occasional day off and not work the full number of days set forth above. The parties also acknowledge and agree that Consultant may provide services on behalf of the City while physically located other than on City-owned property. Nevertheless, for such services, Consultant shall be compensated at the rate specified herein. Consultant shall attend all Council meetings and Mayor and Councilmembers' Conferences held during the term of this Agreement. Consultant shall not bill for his travel time expended in commuting and/or performing the services specified herein. However, except for commuting to and from City Hall, Consultant shall be reimbursed (at the rates other management team members are reimbursed) his expenses in traveling to meetings and attending conferences held other than on City-owned property.

7. Consultant shall be paid \$98.45 per hour for each hour he provides services hereunder. For each fraction of an hour worked by Consultant, he shall be paid the corresponding percentage (averaged to the nearest tenth of an hour) of said hourly rate. Other than the hourly rate specified in this section, Consultant shall not earn or be entitled to receive any other compensation, medical insurance, disability insurance, consideration and/or benefits of any kind as a result of this Agreement, except that the City shall pay required state and federal withholdings based on the rate of compensation described above. Consultant shall not receive any PERS credit for his service under this Agreement. Notwithstanding the foregoing, the City shall make those payroll contributions and withholdings (including those mandated under the Social Security program) on behalf of Consultant which are required by law. Consultant shall be paid at the same time other full-time employees are paid, but Consultant shall not be entitled to any sick leave, vacation leave, bereavement leave, holiday paid time off or any other paid leave.

8. This Agreement shall constitute the entire agreement between the parties, supersedes any previous agreement between the parties concerning Consultant's employment with the City and may not be amended except by a written agreement signed by both parties.

9. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors and personal representatives of the parties.

10. Pursuant to Cal. Gov't Code section 53243.2, if, upon termination of this Agreement, Consultant receives any cash settlement from the City related to that termination, the Consultant shall fully reimburse the City the amount of said cash settlement if the Consultant is convicted of a crime involving an abuse of his office of the Interim City Manager. Said reimbursement shall be paid to the City within thirty (30) days after said conviction becomes final and is no longer subject to any appeal.

11. Pursuant to Cal. Gov't Code section 53260(a), regardless of the term of this Agreement, if this Agreement is terminated prior to the end of its term, the maximum cash settlement that the Consultant may receive shall be an amount equal to the monthly salary of the Consultant multiplied by the number of months left on the unexpired term of the Agreement. Notwithstanding the foregoing to the contrary, this Agreement does not contemplate Consultant being paid a salary, but, rather, on an hourly basis and further, this Agreement grants to either party the right to terminate this Agreement upon the giving of 15 days advance notice and in the event that the City gives said termination notice to Consultant, the City's liability to Consultant hereunder shall only extend to the services and costs rendered and incurred, respectively, by the Consultant up to the date of termination.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the day first written above.

CITY OF MARTINEZ

BY: _____
ROB SCHRODER, MAYOR

CONSULTANT

JIM JAKEL

Approved as to form:

JEFFREY WALTER, CITY ATTORNEY