



Legislation Text

File #: 16-1313, **Version:** 1

Proposed Resolution to Amend the Employment Agreement for City Attorney Stephen K. Postema

Whereas, The Employment Agreement between the City of Ann Arbor and the City Attorney Stephen K. Postema dated April 3, 2003 calls for the City to conduct an annual performance review using mutually agreed upon criteria and allows for a review of the terms of the agreement and change by written agreement.

Whereas, The Council Administration Committee's current performance evaluation of Stephen K. Postema is based on preliminary material received, including anonymous evaluations from City Council Members, his direct reports, and the Service Area Administrators as well as other related information;

Whereas, The City Attorney Council Administration Committee has reviewed the performance evaluations and finds the City Attorney's performance to be between above average and excellent on a majority of constructs; and

Whereas, The City Council believes providing equitable and sustainable compensation is critical to retaining employees that are essential to the City's ability to perform at levels expected by residents and taxpayers;

Whereas, The City Attorney is the attorney and counsel for the City, and is responsible solely to the Council;

Whereas, The City Attorney provides and coordinates all manner of legal advice and services to the City Council, the City Administrator, the Service Area Administrators, and others in the City;

Whereas, The City Attorney position is one of significant responsibility and leadership; Whereas the City Attorney is well suited to plan for successions in the planned City Attorney's office over the next three years and is experienced at recruiting and hiring;

Whereas, The City Attorney currently earns a base salary of \$157,500.00

RESOLVED, that the employment agreement between Stephen K. Postema and the City of Ann Arbor be amended as follows:

- 1) Section 2.1 of the Agreement be changed to reflect an increase to an annual salary of \$180,000.00 effective July 1, 2016.
- 2) Section 2.1 be amended to provide a one-time lump sum payment of \$10,000.00.
- 3) Section 4.1 be amended so that the City Attorney will provide at least one year written notice of termination. Furthermore, the City Attorney agrees that he will not voluntarily leave City employment for other employment before July 1, 2020 so that he

can follow through with succession planning and hiring for the City Attorney Office over the next several years. If either of these provisions are breached, the City Attorney will return the lump sum payment in paragraph 2 above. Neither of these provisions alters his employment at will status.

- 4) Section 4.2 be amended to increase the severance period from 180 days to one year.
- 5) Section 5.1 be amended to set his future performance evaluations no later than February of the year based on the activities of the prior calendar year, with this schedule to begin in February 2018. Paragraph 3 above presumes that the city will complete the performance evaluation and compensation review under the time frame provided in Paragraph 4 above.

RESOLVED, that the Council Administration Committee place a final written performance evaluation in the City Attorney's personnel file.

RESOLVED, that the funds needed to satisfy the above contract amendments come from the General Fund balance.

RESOLVED, that the Employment Agreement be amended to reflect the above Resolved Clauses and that the Mayor and City Clerk are authorized to execute the amendment.

Sponsored by: Mayor Taylor, Councilmembers Briere, Warpehoski, Krapohl, Lumm and Krapohl