

**PUBLIC WORKS TEAM LEADER
ADDENDUM TO
EMPLOYMENT AGREEMENT
BETWEEN
CITY OF MADISON
AND ROBERT F. PHILLIPS**

This addendum (Addendum) to the Employment Agreement between the City of Madison and Robert F. Phillips is made this 4th day of September, 2018 by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the “City”), and Robert F. Phillips, a natural person (hereafter, “City Engineer” or “Public Works Team Leader”).

WITNESSETH

WHEREAS, the City and the City Engineer are currently parties to an employment agreement dated January 20, 2015, which was properly approved and executed by both parties; and

WHEREAS, the existing employment agreement does not include the duties of Public Work Team Leader; and

WHEREAS, the City desires to extend the duties of the City Engineer to include the services described herein as Public Works Team Leader; and

WHEREAS, THE City Engineer represents that he possesses the necessary knowledge, skill and experience to perform such services and is willing to perform such services as Public Works Team Leader; and

WHEREAS, the Common Council of the City has authorized the execution of the Addendum by Resolution No. _____.

Therefore, in consideration of the mutual covenants, terms and agreements contained in this Addendum, the receipt and sufficiency of which is mutually acknowledged, the parties do agree as follows:

1. Balance of Agreement Maintained.

Except as modified by this Addendum, all terms and provisions of the exiting Employment Agreement between the City and the City Engineer remain in full force and effect.

2. II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE CITY ENGINEER.

An additional paragraph shall be added to Section II of the exiting employment agreement to read as follows:

H. In addition to the functions, duties, and responsibilities of the City Engineer the City Engineer shall also act as Public Works Team Leader, the duties and responsibilities of which are enumerated below:

1. Perform administrative oversight for the Public Works Divisions (including the divisions of: Streets and Sanitation, Parks, Engineering, Fleet Services and Water Utility) advising the Mayor on Public Works issues and programs.
2. Review division programs and personnel matters on an exception basis. Direct, counsel, advise and lead division heads and other staff on how to address various issues.
3. Promote a positive working environment among divisions through meetings, written communication, one-on-one contacts, and public contracts and relationships.
4. Chair and direct staff meetings involving the Public Works Divisions and others. Address internal relation problems between divisions and external problems with other City and non-City agencies and the general public. Work cooperatively with the Director of Transportation on matters of joint concern.
5. Review current procedures and practices in the divisions relative to analyzing staffing and equipment utilization, project management, efficiency of operations, identifying and anticipating future needs and opportunities, and other related operational and administrative matters.
6. Direct long-range planning activities for all divisions and the department as a whole.
7. Serve as a member of the Mayor's management team.
8. Act as advisor to the Mayor and other Department and Division heads on areas of expertise and in regard to assigned projects.
9. Resolve disputes between the divisions and conflicting demands for labor and equipment. Coordinate division efforts when multiple divisions are required to achieve a given task and facilitate improved collaboration leading to an overall savings for the City.
10. Represent the Public Works Department at various meetings, public hearings and other functions as assigned.

11. Review current division practices to insure they are in compliance with best management practices for storm water management and other environmental concerns.
12. Counsel and coach newly hired division heads within the Department of Public Works.
13. Provide required guidance and facilitate the sharing of ideas necessary to achieve equity and affirmative action goals.

3. III. COMPENSATION AND BENEFITS:

An additional paragraph shall be added to Section III.A. of the existing employment agreement to read as follows:

In addition to the base salary, effective July 30, 2017, an additional payment based on an annualized rate of \$15,000 will be paid in approximately equal bi-weekly payments according to regular City payroll practices to compensate the City Engineer for the duties performed as Public Works Team Leader for the Department of Public Works.

4. IV. TERM: RENEWAL OPPORTUNITY; NON-RENEWAL; BUYOUT

An additional paragraph shall be added to Section IV. of the existing employment agreement to read as follows:

- F. The Mayor or the City Engineer may unilaterally terminate the Public Works Team Leader Addendum upon thirty (30) calendar days written notice. Upon termination of the Addendum all rights, duties, and obligations under the Addendum of the parties shall end without recourse.

IN WITNESS WHEREOF, the parties have executed this Addendum to be effective as of the day and year first written above.

WITNESS:

CITY OF MADISON
A Municipal Corporation

Paul R. Soglin, Mayor

Maribeth Witzel-Behl, City Clerk

WITNESS:

CITY ENGINEER

Robert F. Phillips

APPROVED:

APPROVED AS TO FORM:

David Schmiedicke, Finance Director

Michael P. May, City Attorney