



# CITY ATTORNEY EMPLOYMENT CONTRACT

This contract and agreement made and entered into by and between the City of West Allis ("City"), a municipal corporation organized and existing by virtue of the laws of the State of Wisconsin, and Kail Decker ("Decker"), currently a non-resident.

## RECITALS:

*WHEREAS*, the Common Council has established the position of City Attorney in the unclassified service of the City; and

*WHEREAS*, the City Attorney is appointed by and responsible to the Common Council for the performance of his duties; and

*WHEREAS*, the City Administrator of the City of West Allis has recommended the appointment of Decker to the position of City Attorney, the Common Council has approved his recommended appointment, and Decker has indicated his willingness to accept said position.

*NOW, THEREFORE*, it is hereby agreed by and between the City and Decker:

*EMPLOYMENT*: The City does hereby employ Decker in the position of City Attorney as set forth in the job description attached hereto as Exhibit 1 and subject to the terms and conditions hereinafter set forth.

*OATH*: Decker has filed an oath for the faithful performance of his duties and responsibilities as City Attorney.

*RESPONSIBILITIES*: Decker agrees to perform at a professional level of competence the services, duties and responsibilities of City Attorney as set forth in the laws of the State of Wisconsin and the ordinances, resolutions, regulations and policies of the City which now exist or which may hereinafter be enacted.

Decker shall be responsible to the Common Council in the discharge of his duties and responsibilities; however, such duties and responsibilities shall be exercised under the supervision of the City Administrator of the City of West Allis on a day-to-day basis in accordance with directives of the Common Council, as applicable.

Decker agrees to devote full time to his duties and responsibilities as City Attorney and shall not engage in any pursuit which interferes with the proper discharge of said duties and responsibilities.

*TERM OF AGREEMENT*: Decker shall assume his duties and responsibilities under this Agreement on May 1, 2020. Decker shall serve for an indefinite term, subject to removal by the Common Council at pleasure, and without cause, by an affirmative vote of three-fourths (3/4) of all the members thereof, and upon sixty (60) days' notice prior to the effective date.

Decker may terminate his duties and responsibilities under this Agreement by submitting his written resignation sixty (60) days prior to the effective date.

*SALARY AND BENEFITS*: In consideration for the services rendered under this Agreement, the City will pay and provide salary and benefits to Decker as follows:

- A. Salary: The salary, as a non-resident, shall be \$132,136.80 per annum (Grade R), paid in twenty-six (26) installments by the City, less deductions required by federal and state laws and regulations or authorized directives as permitted by City policies. Future salary levels shall be established in accordance with applicable policies and procedures. Should Decker become a resident of the City of West Allis, he will be granted West Allis Resident Incentive Premium Pay on top of the salary. [Policy 1424, 11.8]
- B. Overtime: The normal work week shall be forty (40) hours. All services in excess of forty (40) hours per week, to include attendance at meetings of the Common Council and its Committees and other duties, shall be performed by Decker without additional compensation. [RMC 2.76(9)(10)]

- C. Benefits: Decker will be eligible for all of the benefits afforded to employees holding benefitted positions including those described in Policy #1410 "Total Benefit Package" (e.g., health, dental and vision insurance, life insurance, holidays, etc.), Policy #1443 "Moving/Relocation Expenses", and Policy #1483 "Voluntary Benefit Programs" (e.g., deferred compensation, flexible spending, health savings account, etc.).
- D. Wisconsin Retirement Fund: The City and Decker shall pay their respective employer and employee shares to the Wisconsin Retirement Fund as specified by State law. [RMC 2.76(26)]
- E. Worker's Compensation Benefits: On becoming eligible for weekly worker's compensation payments, Decker will receive Worker's Compensation Benefits in accordance with Wisconsin law. [RMC 2.76(22)]
- F. Education, Training, Professional Fees: The City will pay educational, training, and professional membership fees on behalf of Decker, as budgeted and in accordance with City policy [RMC 2.76(18)].
- G. Outside Work: Decker agrees to limit outside professional work and activity to outside City of West Allis boundaries and to comply with the Code of Ethics for City Officials as it relates to such (Revised Municipal Code Sections 3.1 – 3.3).

*ACCRUED TIME OFF*: To recognize Decker's 16 months of employment while appointed to fill an elected term, his time off bank shall start with 25 days of accrued time off as of May 1, 2020 [Policy #1410(8.0)(A)8. & 11.].

*LATERAL SERVICE CREDIT*: Based on experience relevant to the position with the City, Decker shall be placed in the years of service bank which recognizes 6-10 prior years of previous relevant experience for the purpose of accruing time off starting on May 1, 2020, and will remain in this higher level until he works the requisite number of years to earn additional credit [Policy # 1410(8.0)(D)].

*RESIDENCY*: Decker currently maintains his residence outside the City of West Allis but is encouraged to become and remain a resident of the City of West Allis if at all possible.

*OTHER TERMS AND CONDITIONS*: All other terms and conditions of employment not specifically detailed herein shall be governed by the provisions of the Revised Municipal Code and applicable policies and procedures of the City of West Allis, and future amendments thereto, applicable to appointments in the unclassified service.

*CONFLICTS*: Any motions, resolutions and/or ordinances heretofore adopted by the Common Council, which are inconsistent with the terms of this Agreement, are hereby superseded by this Agreement.

*AMENDMENTS*: This Agreement is subject to amendment, alteration or addition only by subsequent written agreement between and executed by the City and Decker where mutually agreeable. The waiver of any breach, term or condition of this Agreement by either party hereto shall not constitute a precedent in the future enforcement of all its terms and conditions.

This Agreement constitutes the entire agreement between the parties hereto and no verbal statement shall supersede any of its provisions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**CITY OF WEST ALLIS**

By: \_\_\_\_\_  
Dan Devine, Mayor

By: \_\_\_\_\_  
Thomas Lajsic, Council President

By: \_\_\_\_\_  
Rebecca N. Grill, City Administrator

By: \_\_\_\_\_  
Steve Braatz, City Clerk

I hereby accept the offer as stated in this Contract and agree to abide by its provisions.

Dated: \_\_\_\_\_ by \_\_\_\_\_, Kail Decker

Countersigned this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and I hereby certify that provision has been made to pay the liability that will accrue under this Contract between the City of West Allis and Kail Decker.

\_\_\_\_\_  
Peggy Steeno, Finance Director/Treasurer/Comptroller

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Sheryl Kuhary, Deputy City Attorney