



Office of the Mayor

ACTION CALENDAR
July 14, 2015

To: Members of the City Council
From: Mayor Tom Bates
Subject: Appointment of Interim City Manager

RECOMMENDATION

Adopt a Resolution confirming the appointment of Dee Williams-Ridley to be Interim City Manager and approving an employment contract to be effective July 25, 2015.

FISCAL IMPACTS OF RECOMMENDATION

The salary and benefits for the City Manager are included in the Fiscal Year 2016 City Manager Department budget. The position is paid from the following account: General Fund 010-0701-410-1101. The annual salary is \$225,000 plus an additional \$1600 per month for a housing allowance.

CURRENT SITUATION AND ITS EFFECTS

In early June City Manager Christine Daniel announced that she was stepping down in order to take a position with the City of Oakland. The City has a strong executive team who will continue to lead the organization, including the Deputy City Manager Dee Williams-Ridley. After due consideration, the City Council discussed at a Closed Session on June 30, 2015 the possible appointment of Ms. Williams-Ridley and was favorably impressed.

In accordance with the City Charter, Section 27 of Article VII, I am recommending that the City Council approve an employment contract with Ms. Williams-Ridley. The contract provides that should the Council determine to select a different City Manager during the period she is serving as Interim City Manager, Ms. Williams-Ridley would return to her previous position as Deputy City Manager. The salary rate I am recommending is \$225,000 per year. I am also recommending a monthly housing allowance of \$1,600 per month to enable Ms. Williams-Ridley to remain in Berkeley for several nights per week. Finally, her benefits will remain the same as those she received while serving as the Deputy City Manager. There are no other additional benefits included in the agreement.

BACKGROUND

The City of Berkeley has over 117,000 residents, about 12,000 licensed businesses and almost 50,000 housing units. Berkeley is a full service City with 7 fire stations and a Police Department with 176 authorized sworn positions. There are over 1400 City employees who provide services to the community every day. Ten thousand people

come through the Downtown on a daily basis to reach the UC Berkeley campus. We have thriving residential and commercial neighborhoods and an engaged and active community. The City's annual budget for Fiscal Year 2016, on an all funds basis, is projected to be almost \$340,000,000, a bit less than half of which is the General Fund. The City Charter provides that the City Manager is responsible to the Council for the implementation of Council policy and for the efficient administration of all affairs of the City. When the position of City Manager is vacated, the Charter requires the City Council to appoint an individual to fill that position.

Ms. Williams-Ridley was previously the Deputy City Manager for the City of Modesto, where she oversaw Human Resources, Public Information, Information Technology, Public Works, and the Community and Economic Development Departments, in addition to working closely with the Modesto City Council on city-wide strategic planning.

Previously in Modesto, Ms. Williams-Ridley served as Human Resources Director, after working as Assistant Director of Human Resources for San Mateo County and Personnel Services Manager for Sacramento County. She is the chair of the Committee on Diverse Communities for the League of California Cities.

She received a Bachelor's degree in Government from California State University, Sacramento.

RATIONALE FOR RECOMMENDATION

Ms. Williams-Ridley has an extensive background in public administration, having served in a variety of different capacities over the course of her career. She has served the City capably and well as Deputy City Manager over the last six months and I am confident will continue to do so as the Interim City Manager.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Tom Bates, Mayor, 981-7100

Attachments:

Resolution: Appointment of Dee Williams-Ridley as Interim City Manager
Exhibit A. Agreement between City of Berkeley and Dee Williams-Ridley

RESOLUTION NO. ##,###-N.S.

APPOINTMENT OF DEE WILLIAMS-RIDLEY AS INTERIM CITY MANAGER

WHEREAS, Section 27 of the City Charter provides that the City Manager shall be appointed by the City Council as the administrative head of the Municipal Government for an indefinite period; and

WHEREAS, Dee Williams-Ridley has an extensive background in public administration including her work as Deputy City Manager for the City of Berkeley; and

WHEREAS, Ms. Williams-Ridley previously worked for the City of Modesto as the Deputy City Manager and Human Resources Director, and prior to that as Assistant Director of Human Resources for San Mateo County and Personnel Services Manager for Sacramento County; and

WHEREAS, Ms. Williams-Ridley received her Bachelor of Arts degree in Government from California State University Sacramento; and

WHEREAS, Ms. Williams-Ridley has served the City of Berkeley capably and well for the last six months as Deputy City Manager.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council hereby appoints Dee Williams-Ridley as the Interim City Manager, effective July 25, 2015, on the terms and conditions set forth in contract attached hereto as Exhibit A.

AGREEMENT

This Agreement is entered into on July 15, 2015 between the CITY OF BERKELEY, a Charter City organized and existing under the laws of the State of California (“City”) and DEE WILLIAMS-RIDLEY, (“WILLIAMS-RIDLEY”) collectively “the parties.”

This Agreement is made with reference to the following facts and objectives:

The Charter of the City of Berkeley invests the City Council with the sole authority to employ a City Manager; and the City Council desires to employ DEE WILLIAMS-RIDLEY as the Interim City Manager of the City of Berkeley for a six month period or until such time as the Council appoints a City Manager or terminates WILLIAMS-RIDLEY’s Interim appointment.

THEREFORE, in consideration of mutual promises and covenants set forth below, the parties agree as follows:

1. COMMENCEMENT AND TERMINATION OF EMPLOYMENT

- a. The City Council hereby employs Williams-Ridley as the Interim City Manager and she hereby accepts employment as the Interim City Manager for a period of six months commencing on July 25, 2015. Williams-Ridley shall continue to serve as Interim City Manager until such time as the Council either take action to appoint a City Manager, or terminates her Interim appointment.
- b. Pursuant to Charter section 27, Williams-Ridley shall serve at the pleasure of the Council and may be removed from office by a vote of five members of the City Council with or without cause.

2. DUTIES

- a. Williams-Ridley shall carry out the functions and duties of the position of the City Manager in a manner consistent with the Charter of the City of Berkeley and such other laws and regulations as may be applicable.

3. COMPENSATION

- a. As compensation for services rendered under this contract, Williams-Ridley shall receive an annual salary of \$225,000. Said salary shall be paid on the dates and in the manner consistent with the payroll procedures in use for City of Berkeley career employees.
- b. During her term as Interim City Manager, Williams-Ridley shall also be entitled to an additional \$1,600 per month for a housing allowance to enable her to remain within Berkeley several nights per week.

- c. In addition, Williams-Ridley shall receive such employee benefits as are payable to the City's regular-at-will employees under the City's Unrepresented Employee Manual, and any cost of living increases Council approves for regular at-will employees.
 - d. During the period Williams-Ridley serves as Interim City Manager, if the Council determines it will not retain Williams-Ridley as Interim City Manager, Williams-Ridley shall be returned to her prior position of Deputy City Manager.
 - e. Notwithstanding the provisions of Section 3.c, in the event the Council terminates Williams-Ridley based on conviction of, or no contest plea, to a felony or any crime involving moral turpitude or personal gain, Williams-Ridley shall not be entitled to return to her prior position as Deputy City Manager and shall be entitled only to such salary accrued to the date of termination, and such other termination benefits and payments as are required by law.
4. LEAVE
- a. Williams-Ridley shall be entitled to such paid leave as that received by all other regular at-will employees under the City's Unrepresented Manual and will continue to accrue such leave at the same rates as she accrued in the position of Deputy City Manager.
5. AMENDMENT
- a. The City Council and Williams-Ridley may at any time mutually agree to amend or terminate this Agreement. Any such agreement shall be in writing.
6. ENTIRE AGREEMENT
- a. This Agreement supersedes any other agreements, written or oral, expressed or implied, between the City of Berkeley and Williams-Ridley.
7. GOVERNING LAW
- a. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement which shall be effective upon approval by the City Council.

CITY OF BERKELEY

By _____
Tom Bates, Mayor

DEE WILLIAMS-RIDLEY

By _____
Dee Williams-Ridley

CITY OF BERKELEY
Approved as to form:

By _____
Zach Cowan, City Attorney

CITY OF BERKELEY
Registered:

By _____
Ann-Marie Hogan, City Auditor

By _____
Mark Numainville, City Clerk