

Carolyn G. Goodman, Mayor (At-Large)
Lois Tarkanian, Mayor Pro Tem (Ward 1)
Vacant (Ward 2)
Bob Coffin (Ward 3)
Stavros S. Anthony (Ward 4)
Cedric Crear (Ward 5)
Michele Fiore (Ward 6)



City Manager Scott Adams
City Attorney Bradford R. Jerbic
City Clerk LuAnn D. Holmes

City Council Agenda

Council Chambers · 495 South Main Street · Phone 702-229-6011
City of Las Vegas Internet Address: www.lasvegasnevada.gov

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April 3, 2019

9:00 AM

A lunch break may be taken at the discretion of the Mayor.

Items listed on the agenda may be taken out of the order presented; two or more agenda items for consideration may be combined; and any item on the agenda may be removed or related discussion may be delayed at any time. Backup material for this agenda may be obtained from LuAnn D. Holmes, City Clerk, at the City Clerk's Office at 495 South Main Street, 2nd Floor or on the City's webpage at www.lasvegasnevada.gov.

The Mayor and City Council welcome your attendance, public comment related to the items on the agenda and citizen participation on items under the jurisdiction of the City Council at this meeting. If you wish to speak, we respectfully ask you to complete and submit a speaker card to the City Clerk. Cards are available online, in the Clerk's Office or at the front of the Chambers as you enter.

These proceedings are being video recorded as well as presented live on KCLV, Cable Channel 2, and are Closed Captioned for our hearing impaired viewers. Please note customers of Centurylink and Cox Communications can view this program in High Definition on Channel 1002. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The Council Meeting, as well as all other KCLV programming, can be viewed on the internet at www.kclv.tv/live. The proceedings will be rebroadcast on KCLV Channel 2 and the web the Wednesday of the meeting at 8:00 PM, and also on Friday at 4:00 AM, Saturday at 7:00 PM, Sunday at 7:00 AM and the following Monday at 5:00 PM.

Note: Cellular phones are to be turned off during the Council Meeting.

ADDENDUM

1. Discussion for possible action regarding the review and renewal, and or modification, of the employment agreement with Scott D. Adams, City Manager, as provided for in Section 2, Subsection D of the employment agreement

This meeting has been properly noticed and posted at the following locations:

City Hall, 495 South Main Street, 1st Floor

Clark County Government Center, 500 South Grand Central Parkway

Grant Sawyer Building, 555 East Washington Avenue

City of Las Vegas Development Services Center, 333 North Rancho Drive



AGENDA SUMMARY PAGE
City Council Addendum
Meeting of: April 3, 2019

Agenda Item No.:
1

DEPARTMENT: City Manager
DIRECTOR: Scott Adams

DISCUSSION

SUBJECT:

Discussion for possible action regarding the review and renewal, and or modification, of the employment agreement with Scott D. Adams, City Manager, as provided for in Section 2, Subsection D of the employment agreement

FISCAL IMPACT:

None

PURPOSE/BACKGROUND:

The City entered into an employment agreement with Scott D. Adams, as City Manager, on May 17, 2017. Per Section 2, Term, Subsection D, in the event written notice is not given by either party to this agreement to the other ninety (90) prior the termination date as provided, the agreement shall be extended on the same terms and conditions provided for an additional period of two years. This item allows the Council to review the agreement and decide to renew, with or without modifications, or not renew.

RECOMMENDATION:

None

BACKUP DOCUMENTATION:

1. Employment Agreement
2. Verbatim Transcript

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of May, 2017, by and between the CITY OF LAS VEGAS, State of Nevada, a municipal corporation, (hereinafter the "City") and Scott D Adams (hereinafter the "Employee"), both of whom agree as follows

WITNESSETH

WHEREAS, the City desires to employ the services of Employee as City Manager of the City of Las Vegas, Nevada as provided by the City Charter of Las Vegas, and

WHEREAS, it is the desire of the Mayor and City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of employee, and

WHEREAS, it is the desire of the Mayor and City Council to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security and (3) to provide a just means for terminating Employee's services at such time as he may be fully unable to discharge his duties due to age or disability, or when the City may otherwise desire to terminate his employ, and

WHEREAS, Employee desires to accept employment as City Manager of the City of Las Vegas, Nevada

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows

SECTION 1 DUTIES

The City hereby agrees to employ Employee as City Manager of the City of Las Vegas, Nevada to perform all functions and duties imposed upon him by the Las Vegas City Charter and by the Las Vegas Municipal Code, and to perform other legally permissible and proper duties and functions as the Mayor and City Council shall from time to time assign

SECTION 2 TERM

A Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor and City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3, paragraphs A and B of this Agreement

B Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 3, paragraph C of this Agreement

C Employee agrees to remain in the exclusive employ of the City for a term beginning July 7, 2017 and ending July 6, 2019 During this period, Employee agrees neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided

D In the event written notice is not given by either party to this Agreement to the other ninety (90) days prior to the termination date as hereinabove provided, this Agreement shall be extended on the same terms and

conditions as herein provided, all for an additional period of two years. Said Agreement shall continue thereafter for two-year periods unless either party hereto gives ninety (90) days written notice to the other party that the party does not wish to extend this Agreement for an additional two-year term.

SECTION 3: TERMINATION AND SEVERANCE PAY

Termination may occur for cause or without cause.

A Termination for cause shall mean termination of employment because of (i) conviction by a court of competent jurisdiction of misappropriation or embezzlement of City of Las Vegas property or funds, (ii) conviction of any felony, or (iii) intentional breach of this Agreement.

B In the event Employee is terminated without cause by the Mayor and City Council during such time that Employee is willing and able to perform his duties under this Agreement then in that event, the City agrees to pay Employee a lump sum payment equal to twelve (12) months' aggregate salary and benefits or the employee may elect to receive at his then current base rate of compensation in addition to all accrued holiday, executive benefits and annual leave in the form of salary continuation payable on the normal payroll schedule followed by City for that severance period. This payment is intended to include a PERS contribution equal to one year's salary. Additionally, for a minimum of one year City shall pay the costs of health insurance for the employee and dependents, including domestic partner.

For the purposes of continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the one year of health insurance coverage shall apply to the eighteen month maximum continuation period

In the event of the demise of the employee, City agrees to provide health insurance benefits for employee's dependents (i.e. domestic partner) for up to one year; or to the end of the employee's COBRA continuation period, whichever is less, the amount of which is not to exceed the City's responsibility under stop-loss coverage consistent with the City of Las Vegas group health insurance and shall not be less than the City's responsibility under stop loss coverage as of the effective date of this agreement

Additionally, City agrees to provide life insurance coverage, in an amount equal to the coverage offered to other City employees in the Executive classification under City's group policy in effect at the time of separation, for a period of up to one year

For purposes of this Agreement, termination shall occur when

A majority of the governing body votes to terminate Employee at a duly authorized public meeting,

If the City of Las Vegas, citizens or legislature amends any provisions of the charter, code or enabling legislation diminishing the role, powers, duties, authority, responsibilities of the City Manager's position, including governmental consolidation that diminishes the role of the City Manager, Employee shall have the right to declare that such amendments constitute termination,

If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as a representative of the majority of the governing body that the employee resign, then the Employee may declare a termination as of the date of the suggestion

In the event the City at any time during the term of the Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice to comply with any other provision benefitting Employee herein, or Employee resigns following a suggestion, whether formal or informal, by the Mayor and City Council that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and content of the herein severance pay provision

C In the event Employee voluntarily resigns his position with the City before expiration of the aforesaid term of his employment, then Employee shall give the City 60 days advance written notice, unless the parties otherwise agree

SECTION 4 DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of sixty (60) working days beyond any accrued sick leave, the City shall have the option of terminating this Agreement, subject to the severance pay requirements of Section 3, paragraph A. However, Employee shall be compensated for any accrued vacation, holidays and other accrued benefits

SECTION 5 SALARY

The City agrees to pay Employee for his services rendered pursuant thereto an annual base salary of Two Hundred Forty Five Thousand and No/100ths Dollars (\$245,000 00), payable in installments at the same time as other employees of the City are paid

In addition, the City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Mayor and City Council may determine that it is desirable to do so on the basis of performance of Employee

SECTION 6 HOURS OF WORK

It is recognized, that Employee must devote a great deal of time outside the normal office hours to business of the City and to that end, Employee shall be allowed to establish an appropriate work schedule

SECTION 7 ANNUAL PERFORMANCE

At the completion of the first year of this agreement, the employee shall be given a performance evaluation and shall be eligible for a salary and/or bonus increase at that time. Such evaluation shall be based on written performance standards to be jointly developed by the City and Employee. Employee shall be eligible for merit, bonus and/or benefit adjustments resulting from the review. Subsequent annual performance reviews, with eligibility for merit, bonus or other forms of compensation, will also apply to any successive terms of this agreement.

SECTION 8 BENEFIT PLAN

In addition to the salary set forth in Section 4, Employee shall be provided the standard compensation and benefit plan available to current appointive and executive employees. In addition, Employee will be provided a contribution of 50% of the allowable IRS contribution, not to exceed Ten Thousand and No/100ths Dollars (\$10,000.00) per year in the City's 401A Deferred Compensation Program. In addition to all other leave time, Employee shall be allowed annually 40 paid administrative leave hours.

SECTION 9 RETIREMENT

Employee will be eligible for participation in the Nevada Public Employees Retirement System (PERS) as part of the Employee Benefit and Executive Compensation Plan. In addition to those benefits, the City agrees to purchase PERS service credit on Employee's behalf. Upon completion of each six months of service, employee's accrued sick leave balance that is in excess of 240 hours will be exchanged for additional PERS service credit purchased. The value of the sick leave hours will be based on their value as of the date of the PERS purchase agreement.

SECTION 10 DISABILITY, HEALTH AND LIFE INSURANCE

The City agrees to provide and maintain uninterrupted disability, health and life insurance as afforded to other executive and administrative employees of the City.

SECTION 11 DUES AND SUBSCRIPTIONS

The City agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his participation in national, regional, state and local associations and organizations necessary and desirable for his professional participation, growth and advancement, and for the good of the City

SECTION 12 PROFESSIONAL DEVELOPMENT AND OTHER RELATED EXPENSES

- A The City hereby agrees to budget and pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions necessary for professional development of Employee, but not limited to the Annual Conference of the International City Management Association, the State League of Municipalities, the State Municipal Manager's Association and such other national, regional state, and local governmental groups and committees thereof which Employee serves as a member
- B The City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the City The City agrees to budget and pay for costs associated with providing an executive coach for the Employee during the original term of this contract Such executive coaching plan shall be jointly developed by the City and the Employee

C Employer recognizes that certain expenses of a non-personal nature but job related nature are incurred by Employee and agrees to reimburse or to pay said general expenses The Finance Director is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits

SECTION 13 CIVIC CLUB MEMBERSHIP

The City recognizes the desirability of representation in and before local, civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which the City shall pay all expenses Employee shall report to the City on each membership that he has taken out at the City's expense

SECTION 14 INDEMNIFICATION

The City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of Employee's duties as the City Manager, or resulting from the judgment or discretion in connection with the performance of program duties or responsibilities unless the act or omission involved willful or wanton conduct The Employee may request and the Employer may not unreasonably refuse to provide independent legal representation at the Employer's expense and the Employer may not unreasonably withhold approval Further, Employer agrees to pay all reasonable litigation expenses of employee throughout the pendency of

any litigation to which the Employee is a party, witness or advisor. Such expense payments shall continue beyond the Employee's service to the Employer as long as litigation is pending. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon as limited in this Section. The City shall not so defend, save harmless or indemnify Employee for any act arising outside the scope of his duties. The City will also provide for legal representation of Employee for any complaint filed before the Nevada State Ethics Commission for allegations related to conduct within the scope of employees authorizing or conduct consistent with advice received from the City Attorney.

SECTION 15 BONDING

The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

SECTION 16 OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A The Mayor and City Council, in consultation with the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the City charter or any other law.
- B All provisions of the City Charter and Las Vegas Municipal Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and

other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits including the executive compensation plan enumerated specifically for the benefit of Employee except as herein provided

- C Employee will be entitled to carry over all benefits accrued as Deputy City Manager

SECTION 17 NO REDUCTION OF BENEFITS

The City shall not, at any time during the term of this Agreement, reduce the salary compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the City

SECTION 18 NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows

The CITY

The Mayor of the City of Las Vegas
495 S Main Street, 7th Floor
Las Vegas, NV 89101

The EMPLOYEE

Scott D Adams
1853 Whispering Cir
Henderson, NV 89012

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service

SECTION 19 GENERAL PROVISIONS

- A Governing Law/Jurisdiction The laws of the State of Nevada shall govern this Agreement and the jurisdiction for any and all litigation relevant to this Agreement shall be the County of Clark, State of Nevada
- B Attorneys Fees and Costs The prevailing party to any action in litigation relevant to the enforcement of the terms and conditions of this Agreement shall be entitled to its reasonable attorney's fees and costs associated with the same
- C The text herein shall constitute the entire Agreement between the parties
- D This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- E This Agreement shall become effective commencing July 7, 2017
- F If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect

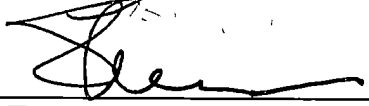
IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written

CITY OF LAS VEGAS

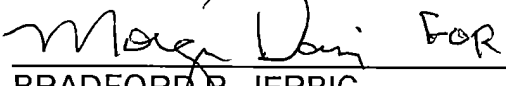
By 
CAROLYN G GOODMAN, Mayor
"City"

ATTEST


LUANN HOLMES, City Clerk


SCOTT D ADAMS
"Employee"

APPROVED AS TO FORM

 For
BRADFORD R JERBIC Date

CITY COUNCIL MEETING OF
APRIL 3, 2019
VERBATIM TRANSCRIPT – ADDENDUM ITEM 1

Discussion for possible action regarding the review and renewal, and or modification, of the employment agreement with Scott D. Adams, City Manager, as provided for in Section 2, Subsection D of the employment agreement

Appearance List

CAROLYN GOODMAN, Mayor

LUANN HOLMES, City Clerk

BOB COFFIN, Councilman

MICHELE FIORE, Councilwoman

CEDRIC CREAM, Councilman

LOIS TARKANIAN, Mayor Pro Tem

JEFF DOROCK, Deputy City Attorney

STAVROS ANTHONY, Councilman

SCOTT D. ADAMS, City Manager

MORGAN DAVIS, Assistant City Attorney

STACEY CAMPBELL, Chief Deputy City Clerk

(1 hour, six minutes, 3 seconds) [00:01:43 – 01:07:46]

Typed by: Speechpad.com

Proofed by: Lean Coleman

CITY COUNCIL MEETING OF
APRIL 3, 2019
VERBATIM TRANSCRIPT – ADDENDUM ITEM 1

22 **MAYOR GOODMAN**

23 Okay. Council, if you would, I'm going to ask the City Clerk to read the Addendum that I am
24 pulling forward.

25

26 **CITY CLERK HOLMES**

27 Thank you, Mayor. This is the Addendum for the Agenda marked April 3rd, 2019. The subject is
28 discussion for possible action regarding the review and renewal, and/or modification, of the
29 employment agreement with Scott D. Adams, City Manager, as provided for in Section 2,
30 Subsection D of the employment agreement.

31

32 **MAYOR GOODMAN**

33 Thank you very much.

34

35 **COUNCILMAN COFFIN**

36 Your Honor?

37

38 **MAYOR GOODMAN**

39 Yes.

40

41 **COUNCILMAN COFFIN**

42 Your Honor, I move to strike and I want to say a couple of words about that. And I —

43

44 **COUNCILWOMAN FIORE**

45 Well, before you move to strike, we need to discuss that.

46

47 **COUNCILMAN COFFIN**

48 Yeah, I know. That's what I'm going to say.

49

50 **COUNCILWOMAN FIORE**

51 Yeah. So, yeah.

CITY COUNCIL MEETING OF
APRIL 3, 2019
VERBATIM TRANSCRIPT – ADDENDUM ITEM 1

COUNCILMAN COFFIN

Obviously, any motion will be discussed. A lot of inflammatory things have been said in the public media over the last few days, perhaps longer, about any discussion relating to adjusting or changing the employment agreement we have.

The City of Las Vegas, I do not think, and I'll be waiting for word from our legal counsel, I don't believe we can adjust or change a contract. Well, you know, we don't have the authority to override a contract. It's an agreement, but it's also contract.

So I'm worried about the fact that the atmosphere that generally speaking now is circulating around the town is that he is in disfavor, the Manager is in disfavor, and maybe there are good reasons for saying that. There are perhaps. But some of the things that have been said bring forward the speculation, the specter of litigation, and I don't like this. I think it's important to remember that maybe we want to make a change, but why cost ourselves millions of dollars in the process, by the abuse that's been heaped on this person?

So, I'm saying it is better, I think, for the new Council to take this up when there are new members. But if we do something now, we will poison the well as far as future actions. I think I can just about guarantee that. But that's why I am striking, not to duck the issue, but to say this timing is poor, very, very poor, being handled in public like this. So thank you, Your Honor.

MAYOR GOODMAN

Well, and I do want to make a comment. We are down in the weeds here with minutia that's handled by the City Manager. We started with my husband as mayor with Virginia Valentine, Doug Selby, Betsy Fretwell, now Scott Adams. He asked for a two — he wanted a three-year contract. We gave him a two-year contract, because how can you go ahead and put in a plan for what you wanted to accomplish without having two years in which to do it.

We are down in the weeds. We're talking about things that are not our business. I feel that we need to be up at the top of this, what's good for the entire city, and meeting with our City Manager on a regular basis. Yes, of course there are issues. And yes, some of them, perhaps from the standpoint of Council members, certain issues are not being addressed to their particular satisfaction.

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ADDENDUM ITEM 1

81 But keep in mind, each Council member serves his or her ward. That's a hundred thousand
82 people. They are part-time employees. They are part-time employees. There is one person that is
83 elected at large, and because of that, I think I have a much better perspective on what's best for
84 the City overall, and I find this entirely embarrassing. I find it absolutely embarrassing, not only
85 for what's been out on social media and what we have going that is under privileged contract
86 right now, which will be coming out in the future. We can't even talk to that. But it might
87 change.

88 Now, coming up in June, with our general election, we will have three — one, two, three, one,
89 two, three new Council people. It doesn't mean that they have any knowledge of government,
90 that they have any knowledge of this city. They have no historical background. And to put
91 people in that position, to come out and do an assessment of who is the best city manager. If you
92 do not remember history, you serve to repeat it.

93 We are at a high point in this city. We're looked at all around the globe for everything that we're
94 doing. And I think the leadership, and again I have to say down in the roots and down in the
95 grass, there are issues, and I certainly would love to see some of these issues fixed. But that's not
96 our job.

97 This is a city manager type of government, and I just give my full support to our City Manager.
98 And I don't know, as Councilwoman Fiore, would like to hear from our City Manager, or you
99 would like to make your —

100
101 **COUNCILWOMAN FIORE**

102 Yeah, I would like to make —

103
104 **MAYOR GOODMAN**

105 Okay.

106
107 **COUNCILWOMAN FIORE**

108 Yeah, I would like to make a couple of comments first and, Madam Mayor, with the utmost
109 respect to you.

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ADDENDUM ITEM 1

110 So our City Manager swore in with me. He was elected the meeting before I was elected. So I
111 have served two years with him. This contract, there was (sic) no alerts on it to alert the Council
112 that his contract was automatically renewing before his term, which is July 6th. So if we didn't
113 bring this contract up today, it would have automatically renewed. That means serving four years
114 with one city manager that I, as a new member, hasn't had the opportunity to vote on. Another
115 new member hasn't had the opportunity to vote on. And as of July 3rd, there will be five new
116 members that haven't had the opportunity to vote on, meeting and working with him.

117 So as contracts go, if we just renew this without — and I'm not looking to change anything
118 today. What I'm looking to do is modify so we can, so this contract, his contract does not renew
119 until either the second week of July or the first week in August so the new Council members,
120 actually five of us can vote for the city manager.

121 It's not in the weeds if we just — if we don't look at what happened here, this contract would
122 have just slid by us with no notice, no nothing. And then if something were to occur in the next
123 year and let's say we had voted a city manager out, it would cost the City his whole contract. So
124 right now, if we just modify Section 2, Area C and D, which basically will postpone this, it's not
125 an automatic, until the new Council members. And that's going to be my motion is to modify
126 that.

127 So that's where I'm going with this, and I'm hoping that my Council members will support me on
128 this, because the majority won't be here. And that's — I'm just asking for fairness, and in fairness
129 there's going to be five Council members that haven't had the opportunity to work with this City
130 Manager. I've had the opportunity for two years, and I won't have the opportunity to vote on him
131 for another two years if this goes by.

132 So with all due respect, Mayor, I really feel that we need to modify today Section D to allow
133 other members that are new, to vote on this City Manager that is sitting and running this City.

134

135 **MAYOR GOODMAN**

136 Okay. Thank you very much.

137

138 **COUNCILMAN CREAR**

139 Madam Mayor?

CITY COUNCIL MEETING OF
APRIL 3, 2019
VERBATIM TRANSCRIPT – ADDENDUM ITEM 1

140 **MAYOR GOODMAN**

141 There is a motion to strike, but I want to turn to our legal counsel first, please.

142

143 **MAYOR PRO TEM TARKANIAN**

144 Yeah. That's —

145

146 **DEPUTY CITY ATTORNEY DOROCAK**

147 Thank you, Mayor. Jeff Dorocak, Deputy City Attorney. The City Attorney's Office reviewed
148 Mr. Adams' contract, his employment agreement. We believe there are three available motions
149 today.

150 One would be, as Councilman Coffin already did, a motion to strike. The second one would be to
151 vote to initiate the 90-day written notice that the contract will terminate on its date of July 6th of
152 this year, which would set up the need to negotiate a new contract with whomever the City
153 Council wants, whether that's Mr. Adams or whatever they choose.

154 The third thing, brought up by Councilwoman Fiore, would be a modification. The City Council
155 can vote to do that. However, Mr. Adams is a party to the contract, so he will need to agree to
156 any modification that the Council votes for today. Obviously, we don't know what he will want
157 to do. So that's going to be an issue with a modification.

158

159 **MAYOR GOODMAN**

160 Thank you very much. So let's go ahead with the motion to strike first.

161

162 **COUNCILMAN CREAR**

163 Madam Mayor?

164

165 **MAYOR GOODMAN**

166 Oh, yes, Councilman Crear.

CITY COUNCIL MEETING OF
APRIL 3, 2019
VERBATIM TRANSCRIPT – ADDENDUM ITEM 1

167 **COUNCILMAN CREAR**

168 I have a question. I just try to want to get some clarity. And first let me state that the questions
169 that I'm asking have zero reflection on our current City Manager in any way, shape, or form in
170 terms of his competence or not competence, if he's done well or not. Zero input on that. I'm
171 trying to get some clarity in terms of maybe some historical clarity as well. And does,
172 historically, does the position of city manager go through some type of annual review –

173

174 **MAYOR GOODMAN**

175 Yes.

176

177 **COUNCILMAN CREAR**

178 – or a twice a year?

179

180 **MAYOR GOODMAN**

181 Every year.

182

183 **COUNCILMAN CREAR**

184 Or, you know, every other year review, and who is that review done by?

185

186 **MAYOR GOODMAN**

187 Every year.

188

189 **COUNCILMAN CREAR**

190 Where is that coming from? Is that done by the Mayor?

191

192 **MAYOR GOODMAN**

193 Done by Mayor and Council.

CITY COUNCIL MEETING OF
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VERBATIM TRANSCRIPT – ADDENDUM ITEM 1

194 **COUNCILMAN CREAR**

195 Right. So that's presented to the Council. So there's an annual review. But for the contract, his
196 contract has an automatic renewal clause in it, which I have to be honest with you, I've never
197 seen that before, right. I've never seen someone, especially in a position of that – would have an
198 automatic renewal if there's not a notice given.

199 Now we, my history of hiring chancellors and presidents of universities, of all of our institutions,
200 there would be a review every other year or so. Or when the contract is up, there is a, you know,
201 outside company that comes in and performs a review. That review is then presented to the
202 Council. Council makes the determination of if that person is doing well or not and if they want
203 to review, I mean renew that contract.

204 And so this is unfamiliar territory for me, because I've never seen any — I've never seen, I don't
205 think I've seen any employment contract, in any way, shape, or form, that has an automatic
206 renewal to it.

207 So I find — I have to be honest with you. I find that part somewhat disturbing, because I don't
208 know how you can automatically renew a contract for someone and without going through some
209 type of review process. And if the review process is good, then that should dictate bringing it to
210 the Board and then the Board decides if they want to renew the contract. Okay.

211

212 **MAYOR GOODMAN**

213 There is that process in place. Every year for our auditor, our lead attorney, and our city
214 manager, there is that process. And as we go with the suggestion to have brand-new people make
215 this determination with no historical input is – .

216

217 **COUNCILMAN CREAR**

218 Yeah, I can, I can understand that – point. But also I think and for clarity as well, if we do not
219 proceed with the process of giving our City Manager notice, then we cannot weigh in per se on
220 any additional contract or any concerns or non-concerns. It seems as though that this 90-day
221 renewal period is where I'm getting stuck. And also for clarity, does the City Manager's position
222 report to the City Council?

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223 **MAYOR GOODMAN**

224 Yes.

225

226 **COUNCILMAN CREAR**

227 Okay. So which means that the Council should — it just seems like things aren't going in lock
228 and step. It seems like a review should go lock and step with any renewal of the contract.

229

230 **COUNCILMAN COFFIN**

231 This is not with regents. This is the City Council.

232

233 **COUNCILMAN CREAR**

234 No, I understand that completely. Just as though you may comparisons to the legislature many
235 times with your historical — yeah, I can only say that.

236

237 **MAYOR GOODMAN**

238 And keep in mind —

239

240 **COUNCILMAN CREAR**

241 And so I'm trying to understand —

242

243 **MAYOR GOODMAN**

244 Yes, the City Council did vote. There was a request for a three-year contract, which the City
245 Manager agreed to a two-year contract.

246

247 **COUNCILMAN CREAR**

248 Mm-hmm.

249

250 **MAYOR GOODMAN**

251 How can anybody in a leadership position possibly put anything in place or a plan with at least
252 not having two years in the process?

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253 **COUNCILMAN CREAR**

254 I agree. I think, I think in this particular position —

255

256 **MAYOR GOODMAN**

257 And that to me, and it's two years.

258

259 **COUNCILMAN CREAR**

260 Yes. I would —

261

262 **MAYOR GOODMAN**

263 I mean, we're going into the second year.

264

265 **COUNCILMAN CREAR**

266 Right. I would say, I would say three years would be at a minimum of something that you would
267 want a person in this position to, to be engaged in because you do need time to execute and
268 implement. So I'm somewhat stuck.

269 I understand the fact that we have new people coming in. They do not have a historical presence
270 and to properly evaluate our current City Manager, and they would be sort of flying blind. I do, I
271 would — I guess historically we have not done an outside company to come in and do a (sic)
272 evaluation of our City Manager, which makes a recommendation to, which takes input from all
273 of us and then makes recommendations that we would then, and then that report would be
274 submitted to the Board. So I'm just kind of torn.

275

276 **MAYOR GOODMAN**

277 Well, and I might add, Councilman Crear, we did go through that process —

278

279 **COUNCILMAN CREAR**

280 Mm-hmm.

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281 **MAYOR GOODMAN**

282 — when Betsy Fretwell resigned. And we had a full vetting of different applicants to be city
283 manager, very thorough, with consultants. And I must complement our City Manager on
284 amassing an incredible team that has delivered the product.

285 Now you come along and you go ahead and take that process out, what happens to all those
286 things that right now are in the pipeline, and what does that do to everybody in his employ?

287

288 **COUNCILMAN CREAR**

289 Yeah.

290

291 **MAYOR GOODMAN**

292 He's the City Manager.

293

294 **COUNCILMAN CREAR**

295 Yeah.

296

297 **MAYOR GOODMAN**

298 And to me, again, I just, I don't know whether — Yes, Councilman.

299

300 **COUNCILMAN ANTHONY**

301 Your Honor?

302

303 **COUNCILMAN CREAR**

304 Just real quick, just to finalize. My main concern —

305

306 **COUNCILMAN COFFIN**

307 We are off the topic, way off topic. There's been a motion —

308

309 **COUNCILMAN CREAR**

310 No. Not necessarily. I am – I am right on topic.

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311 **COUNCILMAN COFFIN**

312 No, no, no.

313

314 **COUNCILMAN CREAR**

315 My main, my main concern —

316

317 **COUNCILMAN COFFIN**

318 If this motion fails, then you would be (inaudible).

319

320 **COUNCILWOMAN FIORE**

321 Let other people talk.

322

323 **COUNCILMAN CREAR**

324 No. But I think we need to have the discussion before we can make a —

325

326 **MAYOR PRO TEM TARKANIAN**

327 We have a motion (inaudible) discuss it.

328

329 **COUNCILMAN CREAR**

330 Well, before I can vote to strike it or not, I need to have some clarity. And I don't know what
331 everybody else says. My concern, I don't like the automatic renewal of any employment contract,
332 and that's my issue that I have.

333

334 **COUNCILMAN COFFIN**

335 Well, can I speak to the motion?

336

337 **MAYOR GOODMAN**

338 Yeah. Let's hear from Councilman Anthony, please.

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339 **COUNCILMAN COFFIN**

340 Okay.

341

342 **COUNCILMAN ANTHONY**

343 Okay. So I'm just going to have, I'm going to have to ask you guys a question here. So
344 Councilwoman Fiore has brought up this 90-day period that occurs in the next couple of days. So
345 just, can you give me what is the purpose or the intent, because I don't have the contract in front
346 of me? What is the reason for that 90-day period? Why was that put in there? What is supposed
347 to happen if we want to do something in that 90-day period? Who wants to explain that?

348

349 **MAYOR GOODMAN**

350 Well, let's, let's go to our attorney, because that's the legal interpretation.

351

352 **DEPUTY CITY ATTORNEY DOROCAK**

353 So I can give you the legal interpretation. As for historically why it's in there, maybe
354 Mr. Tarwater or Mr. Davis can speak to it. But what the 90-day written notice section says is that
355 the Council needs to give Mr. Adams 90 days' notice, written notice, that it doesn't intend to give
356 him the automatic renewal. That's simply what the 90-day notice does is it says the automatic
357 renewal is not gonna happen.

358 That doesn't mean that he's terminated. That doesn't mean that, you know, we're going some
359 other route. It just means the contract will end when it's supposed to end, and there's no
360 automatic renewal. And then the Council after, you know, once the contract is up, can go from
361 there, either working with him on a new deal or going whatever other route they want to take.

362

363 **COUNCILMAN ANTHONY**

364 So –, okay, so the purpose today, if it was going to happen, would be to vote to give our City
365 Manager 90-day notice that we are planning on terminating his contract? That's the purpose of it.
366 So if we, if we don't, if we don't do that today, then what would happen in two months, let's say,
367 before his contract is up? Is there anything we could do at that point, except have a performance

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368 evaluation agenda item to discuss his performance? But we really can't end the contract at that
369 point. That's what I'm trying to get my hands around.

370

371 **DEPUTY CITY ATTORNEY DOROCAK**

372 So, Mr. Adams' contract ends on July 6, 2019. If you give him written notice, that is written
373 notice that we're not picking up the two-year option essentially; if you don't give him written
374 notice today by voting with, you know, four votes, then the automatic renewal will happen on
375 April 7th of this, you know, in a few days from now.

376

377 **COUNCILMAN ANTHONY**

378 So, but we have to do that today.

379

380 **DEPUTY CITY ATTORNEY DOROCAK**

381 Right. This would be the last chance. We've agendized it appropriately, and this would be the
382 only chance to basically give him the written notice, the 90-day written notice.

383

384 **COUNCILMAN ANTHONY**

385 Okay. So the only thing I can vote on today —

386

387 **MAYOR GOODMAN**

388 Is to strike?

389

390 **COUNCILMAN ANTHONY**

391 – as far as his contract is concerned, is I – could technically vote, if there's a motion, to give
392 Scott Adams notification we're not going to renew his contract. We're going to do another search
393 for a city manager. That's what would happen today? That would have to be the motion? Because
394 if the motion is to, to do, just to wait two months in order to do a performance evaluation, well, it
395 doesn't matter what the performance evaluation is. His contract automatically renews if we do
396 nothing today. Is that right?

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397 **DEPUTY CITY ATTORNEY DOROCAK**

398 Right. I would say voting to do the 90 day — well, this, voting for the 90-day written notice
399 today just says not that we're, that he's being terminated; it's just that the contract will end on the
400 date it's supposed to end. And between now and July 6th, we will agendize accordingly for if you
401 want a review of Mr. Adams, if you want to have a new deal, you know, written up and brought
402 before you. All of those options become available. That's what we would do in the meantime.

403

404 **COUNCILMAN ANTHONY**

405 Okay. Well, I — okay, so what I don't want to do is I do not want to vote to give Scott Adams
406 notice that his contract will not renew. I mean I don't have any reason to do that. So I'm trying to
407 understand what the — so if, so I guess what would be the alternative motion to help me vote on
408 whether or not to strike this item?

409

410 **MAYOR GOODMAN**

411 If, in fact, if I may, Mr. Attorney, if this is —

412

413 **COUNCILMAN ANTHONY**

414 That's what I'm trying to understand.

415

416 **MAYOR GOODMAN**

417 Right. If in fact this item is stricken, it does not pass and everything continues as is. He will get
418 a second year. And I look at all this team here, who is counting on his leadership going forward,
419 he's amassed a wonderful team. So there is a motion on the floor to strike.

420

421 **COUNCILMAN ANTHONY**

422 Okay. Well, I'm not — I guess, well, I'm not going to support the strike unless I know what the
423 alternative motion could be. So, okay.

424

425 **MAYOR GOODMAN**

426 Okay. I think Mr. Attorney clarified that. You want him to do it again?

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427 **COUNCILMAN ANTHONY**

428 Well, that, I mean that would have – to be a motion up here. I'd have to hear what the, the motion
429 would be from Councilwoman Fiore on —

430

431 **COUNCILWOMAN FIORE**

432 So —

433

434 **MAYOR GOODMAN**

435 Well, we first have to vote on the motion to strike to clear the plate.

436

437 **COUNCILMAN ANTHONY**

438 Okay.

439

440 **MAYOR PRO TEM TARKANIAN**

441 Can I just get an understanding here also? This seems sort of backwards to me. Why are we
442 having — why did we have a contract where someone was going to be extended or not extended
443 without having the evaluation at the same time? That's what I can't understand.

444 I think some of the concern of people here is that they haven't had a chance to discuss some of
445 the concerns they have. So if we do strike it, if we don't have it, let's give the people who are
446 concerned at least a chance to get out whatever their concerns are. That's what I'm trying to say.
447 Right now, we have a situation where, if we go through with this, then this man is, you know, he
448 said he's going to be gone. Or a vote will be taken then I'm assuming, and we don't know what
449 will happen.

450 But what I – feel is that we should have combined, and this is for future use, you should combine
451 your evaluation at the time you're going to decide if he stays or not. And that's my question.

452

453 **MAYOR GOODMAN**

454 And that we do, as I recall, every April and May. But the caveat here is that because of the
455 wording here —

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456 **MAYOR PRO TEM TARKANIAN**

457 Yeah.

458

459 **MAYOR GOODMAN**

460 — this 90-day caveat, you cannot move forward with an evaluation and have it in place because
461 you've missed the 90-day period.

462

463 **MAYOR PRO TEM TARKANIAN**

464 Well, and I want to say that I think Councilwoman Fiore did a very sharp job of picking up that
465 sixth thing, that we had to do it by the sixth. I didn't know that, and I don't know any other
466 Councilmen here who knew that. So we weren't watching that closely enough. And if it's not
467 Scott, it could be Dracula, who's our next one, and we may not, you know, might not, to go. But
468 we've got to watch these things better. And I think in watching it better, we've got to make sure
469 that we have an evaluation and we have a come to — what is it — a come to God meeting.

470

471 **MAYOR GOODMAN**

472 Come to Jesus.

473

474 **MAYOR PRO TEM TARKANIAN**

475 Oh, come to Jesus meeting. Okay. We should, we should have this at the same time. And we
476 have not had, given an opportunity to those who have concerns to be able to discuss those
477 concerns with our City Manager.

478

479 **MAYOR GOODMAN**

480 And you will have that in May regardless, because whether or not you bonus the City Manager
481 or not, this would put in place the non-renewal clause automatically. That's what you're putting
482 out there. There is an automatic non-renewal.

483

484 **MAYOR PRO TEM TARKANIAN**

485 Okay.

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486 **MAYOR GOODMAN**

487 And other than that, you will, for Rad Snelding and Brad Jerbic and our City Manager, have the
488 opportunity to talk about issues that everybody might have. That is the purpose of our gathering
489 to talk about those items.

490

491 **MAYOR PRO TEM TARKANIAN**

492 Right.

493

494 **MAYOR GOODMAN**

495 And then at that point, the City Manager is the only person that does it in public. His response
496 would be in public.

497

498 **MAYOR PRO TEM TARKANIAN**

499 In public.

500

501 **MAYOR GOODMAN**

502 In the public venue.

503

504 **MAYOR PRO TEM TARKANIAN**

505 But we would be able to before, not in public, discuss our recommendations to the Manager.

506 Right or not right?

507

508 **MAYOR GOODMAN**

509 Well, you would in May anyway. You just might not give him a bonus.

510

511 **MAYOR PRO TEM TARKANIAN**

512 But the difference is — I'm not even thinking bonus. The difference is that if we don't do it now,
513 are we then liable for a lot of money on an extended contract? Isn't that a concern that was
514 voiced?

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515 **MAYOR GOODMAN**

516 Yes. Yes, that was a concern.

517

518 **MAYOR PRO TEM TARKANIAN**

519 See, that was it. And I think that's the concern of the people who feel we should do this now.

520

521 **DEPUTY CITY ATTORNEY DOROCAK**

522 Right. To try to put a fine point on it and help everybody out with some of the questions, if

523 written notice isn't given today, Scott Adams' contract is renewed this weekend for two more

524 years. He can be fired at any time, terminated per the terms of his contract during the contract.

525 However, as Mayor Pro Tem was pointing out, there are clauses within the contract. There would

526 be a, you know, a payout and that type of thing, because he's under contract at that point.

527 So you either give him notice today that you want to structure a new deal in July, or you don't

528 give notice today and he's locked in for two more years. But he still comes up for review. He still

529 is an at-will employee of the Council, and all of those things remain in place.

530

531 **MAYOR GOODMAN**

532 Okay. So let's go ahead and we have a motion to strike. Let's vote and see where it goes. Please.

533 City Clerk.

534

535 **CITY CLERK HOLMES**

536 I'm opening.

537

538 **MAYOR GOODMAN**

539 Motion to strike is there. And please vote.

540

541 **COUNCILMAN CREAR**

542 Can I ask one more question of clarity?

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543 **MAYOR GOODMAN**

544 You can ask as many questions.

545

546 **COUNCILMAN CREAR**

547 Thank you.

548

549 **MAYOR GOODMAN**

550 You're newly reelected.

551

552 **COUNCILMAN CREAR**

553 Thank you. So, you know, I know that — I don't have an issue per se with a contract renewal I
554 think. I just, I'm just stuck with this 90-day automatic renewal. How do we move forward, have a
555 discussion about contracts moving forward, about taking that clause or at least having the
556 discussion for that clause as a Council and if that is something we want in our contracts, because
557 I, if we do strike it, it's automatically renewed, and I'm vehemently against an automatic renewal.
558 So, City Attorney, if you can help me, and if we do not, if we do move forward with the 90-day
559 notice, it does not mean that we're looking to terminate our City Manager. But then would that
560 trigger a review that is then tied into the renewal of a contract?

561

562 **DEPUTY CITY ATTORNEY DOROCAK**

563 Yeah, Councilman, on your latter question, yeah, we could do whatever you want. We could
564 have a review agendized and then we could have a new deal for him ready to go as the next item.
565 You know, any type of process you want to put in place, we can do that.
566 On the former, I mean I've heard you. I'm sure Director Tarwater and Assistant City Attorney
567 Davis have in terms of the 90-day period. So that will be something that we'll negotiate with
568 contracts as they come up. And if somebody wants it, it might go in there. But the Council
569 obviously can decide, well, we don't want it, and that's just going to be part of the negotiation.

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570 **COUNCILMAN CREAR**

571 Okay. I just think that ties better with have a review, bring the contract obviously prior to it
572 expiring, review, bring the contract, and that contract might be increase salary, decrease salary,
573 bonus, or whatever. It just seems that makes better sense than to just have an employment
574 contract automatically renew in my two cents.

575

576 **COUNCILWOMAN FIORE**

577 So, okay.

578

579 **COUNCILMAN COFFIN**

580 Are you in favor of striking? Or are you opposed to the motion or in favor of the motion?

581

582 **COUNCILMAN CREAR**

583 I am — well, I'm going to vote not in favor.

584

585 **MAYOR GOODMAN**

586 So there's a motion. Please vote.

587

588 **COUNCILWOMAN FIORE**

589 So there's a motion to strike right now?

590

591 **MAYOR GOODMAN**

592 Mine doesn't seem to record.

593

594 **COUNCILWOMAN FIORE**

595 Motion, so —

596

597 **MAYOR GOODMAN**

598 None of these little green bubbles are recording.

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599 **MAYOR PRO TEM TARKANIAN**

600 They've been taking a long time all day. If we're not going to — Mayor, if we're taking a vote
601 right now, I just —

602

603 **MAYOR GOODMAN**

604 Wait.

605

606 **MAYOR PRO TEM TARKANIAN**

607 We are not going to solve this problem until we have an understanding really of what's the
608 difference between a manager, a city manager form of government and, you know, a council
609 form of government, because how far do you, does the Council weigh in on what the city
610 manager does? And there's this not understanding. And all those people there, they come with a
611 mindset and a training of city manager government.

612 Those of us up here may come from a background of another kind of government: the council or
613 a legislative. And you're not going to solve this problem until you solve that situation I think.

614 Okay.

615

616 **MAYOR GOODMAN**

617 Okay. Did you post? So it fails.

618

619 **COUNCILWOMAN FIORE**

620 So now the motion failed. Can I make a motion? Since that motion failed, may I make a motion,
621 please, to modify Section D so we can do a review?

622

623 **COUNCILMAN CREAR**

624 I don't think we can modify the contract.

625

626 **COUNCILWOMAN FIORE**

627 Yeah. So how do we —

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628 **COUNCILMAN CREAR**

629 I'm not an attorney, but I don't think we can modify the contract. The only thing we could do is
630 to —

631

632 **MAYOR GOODMAN**

633 No, I mean he signed the contract.

634

635 **COUNCILMAN CREAR**

636 Yeah, is to give notice to say —

637

638 **MAYOR GOODMAN**

639 It is a valid contract

640

641 **COUNCILMAN CREAR**

642 Ninety-day notice that we want to have a review and then a renewal of, potential renewal of a
643 contract.

644

645 **COUNCILWOMAN FIORE**

646 Right.

647

648 **COUNCILMAN CREAR**

649 Prior to —

650

651 **COUNCILWOMAN FIORE**

652 Would you make that motion?

653

654 **COUNCILMAN COFFIN**

655 You Honor, we're on seriously thin legal ground here.

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656 **MAYOR GOODMAN**

657 Tell me.

658

659 **COUNCILMAN COFFIN**

660 We are essentially holding a personnel session without notice. We are –

661

662 **COUNCILWOMAN FIORE**

663 I have to –

664

665 **COUNCILMAN COFFIN**

666 – essentially, not conforming —

667

668 **COUNCILWOMAN FIORE**

669 I have to disagree, Councilman. This is noticed. This is public noticed.

670

671 **COUNCILMAN COFFIN**

672 We are discussing something that was not agenda.

673

674 **COUNCILWOMAN FIORE**

675 This is why we're doing this, because we can't discuss it in the back room.

676

677 **COUNCILMAN COFFIN**

678 But you had two years to look at his contract.

679

680 **COUNCILWOMAN FIORE**

681 We can only discuss, and this is a —

682

683 **COUNCILMAN COFFIN**

684 And suddenly you decided the problem was the contract didn't suit you.

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685 **COUNCILWOMAN FIORE**

686 No —. We did not get notice. We did not get notice that his contract was being renewed.

687

688 **COUNCILMAN COFFIN**

689 You could have looked. What are you doing?

690

691 **COUNCILWOMAN FIORE**

692 But listen, I did look. That's why we're here.

693

694 **COUNCILMAN COFFIN**

695 You could have looked. You could have looked a month ago, two months ago.

696

697 **COUNCILWOMAN FIORE**

698 I think you're missing the point, Councilman Coffin.

699

700 **COUNCILMAN COFFIN**

701 If you've been unhappy with him, you should have taken that up sooner.

702

703 **COUNCILWOMAN FIORE**

704 Listen. We are taking it up.

705

706 **COUNCILMAN COFFIN**

707 It's just your beefs.

708

709 **COUNCILWOMAN FIORE**

710 So, do you want to make the motion?

711

712 **COUNCILMAN CREAR**

713 No, I don't want to.

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714 **COUNCILMAN COFFIN**

715 It's your personal dislike of him.

716

717 **COUNCILWOMAN FIORE**

718 So, here, it's not that.

719

720 **COUNCILMAN COFFIN**

721 Yeah.

722

723 **COUNCILWOMAN FIORE**

724 I think it's just fair that we renew his contract —

725

726 **COUNCILMAN COFFIN**

727 Yeah, come on, man.

728

729 **COUNCILWOMAN FIORE**

730 — and we, we literally have an area to where we can see. So that's the motion.

731

732 **COUNCILMAN COFFIN**

733 But Michele, we're open to some legal, we're in serious legal trouble here.

734

735 **COUNCILWOMAN FIORE**

736 So I would like to make a motion that we are able to look at the contract and, and see where we

737 go in the future.

738

739 **DEPUTY CITY ATTORNEY DOROCAK**

740 So that would be — you want to give, you want to make a motion to give the 90-day written
741 notice.

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742 **COUNCILWOMAN FIORE**

743 **Yes, please.**

744

745 **COUNCILMAN CREAR**

746 Now does that tie into a — when was our City Manager's last review?

747

748 **MAYOR PRO TEM TARKANIAN**

749 I voted—

750

751 **COUNCILWOMAN FIORE**

752 Wait a minute. Wait. Stop. She voted wrong.

753

754 **MAYOR PRO TEM TARKANIAN**

755 I know. I did vote wrong. But the Mayor's gone now, and we have to have the Mayor here. She
756 came for that vote. So just go on to your motion. Just go on to your motion.

757

758 **COUNCILWOMAN FIORE**

759 But if you voted wrong, they could just fix it and it's done.

760

761 **MAYOR PRO TEM TARKANIAN**

762 I don't know if they can just fix it.

763

764 **COUNCILWOMAN FIORE**

765 Yeah.

766

767 **COUNCILMAN CREAR**

768 Yeah, they can fix it. You can always open it back up.

769

770 **MAYOR PRO TEM TARKANIAN**

771 Michele, I'd rather not fix it here and fix it with your motion.

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772 **COUNCILWOMAN FIORE**

773 Okay.

774

775 **MAYOR PRO TEM TARKANIAN**

776 The second motion.

777

778 **COUNCILWOMAN FIORE**

779 So we'll fix it with my motion. All right.

780

781 **MAYOR PRO TEM TARKANIAN**

782 It was my fault that, I apologize.

783

784 **COUNCILWOMAN FIORE**

785 Okay. So can you — say what you want. I like the way you did it.

786

787 **COUNCILMAN CREAR**

788 Well, no, so my question is that if there is a motion, I think that, you know, my goal, my, I can

789 only speak for myself, I would love — when was the last review of our City Manager? I

790 remember when I first got here, I think we gave a bonus. Was it a year ago?

791

792 **CITY CLERK HOLMES**

793 Correct, July of last year.

794

795 **COUNCILMAN CREAR**

796 So July of last year, we had a review, and we gave a bonus. And so it seems like prior to his, his

797 — and look, we can do this next month. I don't know. An evaluation takes place, whatever that

798 process is and then a contract or a potentially contract, recommendation of a contract renewal

799 should happen about the same time.

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800 **DEPUTY CITY ATTORNEY DOROCAK**

801 Yeah. We can certainly agendize as you're directing. We can have a review, and we'll work with
802 HR obviously. But it sounds like you're talking about a review, and then we'll go from there on
803 whatever other steps you would like us to do.

804

805 **COUNCILMAN CREAR**

806 Yeah. And I don't think we have to — I would, I think it should be done prior to June and
807 actually should have been, you know, we should probably have had a meeting now to talk about
808 the renewal so that our City Manager knows that his contract is not going to expire prior to him
809 moving forward.

810 But I, and once again, this is no reflection of our current City Manager and what his work has
811 done. I personally enjoy working with our City Manager. But I think a review should go along
812 with any renewal of a contract. And I think with the contract, any renewal of a contract should,
813 you know, we're doing these two-year contracts, potentially look at it being three years or even a
814 four or five year. And so I think we should probably get this done in May so that the contract
815 doesn't expire in June.

816

817 **COUNCILWOMAN FIORE**

818 In July.

819

820 **COUNCILMAN CREAR**

821 Or July.

822

823 **DEPUTY CITY ATTORNEY DOROCAK**

824 Just for clarification. Excuse me, Mayor Pro Tem. By giving 90-day written notice —

825

826 **MAYOR PRO TEM TARKANIAN**

827 You're okay.

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828 **DEPUTY CITY ATTORNEY DOROCAK**

829 — his contract terminates on July 6th.

830

831 **COUNCILMAN CREAR**

832 Unless though a new contract is renewed prior to July 6th.

833

834 **DEPUTY CITY ATTORNEY DOROCAK**

835 Correct. Correct. The current contract terminates, and as you said, we, if a new one is drawn up,
836 a new one is drawn up, and he would go under that contract. Correct.

837

838 **COUNCILWOMAN FIORE**

839 So let's just start working on a new contract.

840

841 **MAYOR PRO TEM TARKANIAN**

842 But he's saying it — he is saying that we would do it in May. Right? Is that what you were
843 saying?

844

845 **COUNCILMAN CREAR**

846 Well, I made a suggestion to do it in, and I think we could do it as early as May —

847

848 **MAYOR PRO TEM TARKANIAN**

849 Do it in May.

850

851 **COUNCILMAN CREAR**

852 — because of the fact that if that process needs to — I don't, I don't think we necessarily need to,
853 you know, wait specifically for – I think this Board is better prepared to make an evaluation of
854 our – City Manager versus new people coming in, because they won't have any context. But I do
855 believe that some evaluation needs to happen, and then a recommendation of a contract renewal
856 should coincide with that. And then it will probably get us on the schedule moving forward that
857 once a contract renewal is approaching, then we know that the evaluation would come in front of

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858 the Council. And then with that evaluation, potentially could be another after three years
859 agreement in place.

860

861 **DEPUTY CITY ATTORNEY DOROCAK**

862 Yeah. I understand, and I think everyone else does on direction. HR and everything? Okay.

863

864 **MAYOR PRO TEM TARKANIAN**

865 Well, then is — is Michele making a motion, or are you making a motion, Cedric?

866

867 **COUNCILMAN CREAR**

868 I'm not.

869

870 **MAYOR PRO TEM TARKANIAN**

871 And let me —

872

873 **COUNCILMAN CREAR**

874 Well, no, and one of the things too is that you mentioned a big point, like HR. We haven't heard
875 from our HR. We've heard from our attorneys. But what is it that HR — does Human Resources,
876 as our human resource organization for the City, have a thought on this? HR has been kind of
877 quiet. I guess our — I would love to hear from our City Manager, or one or the other.

878

879 **MAYOR PRO TEM TARKANIAN**

880 Okay. Well, first of all, I just want everybody to understand that any votes taken — I mean I'm
881 not sure of every single person here, but I know for myself, I am not voting to, on our City
882 Manager staying or not staying. I feel we have to discuss problems we have, and we've had these
883 problems before. We had some with Betsy. We've had some with DiFiore. These are problems
884 we have, because we are the only government entity in Southern Nevada that has this form of
885 government. And it's not easy. It's not easy to understand.

886 I don't know, for example, I've talked with Scott about some of my concerns. How much
887 authority do I have to pressure Scott on that? You know, I don't know, because it's a city

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888 manager form of government. And certain years, I didn't say anything to Betsy or to Scott
889 because I felt I shouldn't say anything. And then I thought, well, maybe I should. This is
890 difficult. We've got to get a better understanding, not just for us, but for everybody. I believe
891 that's necessary

892 Okay. Are we having a motion?

893

894 **COUNCILWOMAN FIORE**

895 Yeah. So should we do the motion first or hear from Scott?

896

897 **COUNCILMAN CREAR**

898 Let's hear from Scott.

899

900 **COUNCILWOMAN FIORE**

901 Let's hear from Scott.

902

903 **COUNCILMAN COFFIN**

904 You need to recognize him.

905

906 **CITY MANAGER ADAMS**

907 Mayor Pro Tem, you could make the call obviously —

908

909 **MAYOR PRO TEM TARKANIAN**

910 Do you want to be recognized, Scott?

911

912 **COUNCILWOMAN FIORE**

913 Do you want us to make a motion first?

914

915 **CITY MANAGER ADAMS**

916 I'm not really sure what to say. And I, I'm going to be very measured in what I say because I
917 respect —

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918 **MAYOR PRO TEM TARKANIAN**

919 You're going to be very what, Scott?

920

921 **CITY MANAGER ADAMS**

922 Measured, measured. I respect all of you greatly. You know, I've been humbled to serve as your
923 City Manager. The day that the City Council, and I don't look at city councils as, you know, who
924 comes on and who leaves. You are collectively a body. We entered into a contract. And I, you
925 know, I think that that is a contract with the City, with the Council, regardless of who's on the
926 Council.

927 I have worked with all of you extensively on matters in your ward and matters citywide. You
928 know, we've worked hard, Councilwoman, in the Medical District.

929

930 **MAYOR PRO TEM TARKANIAN**

931 Very hard.

932

933 **CITY MANAGER ADAMS**

934 And I intend to carry that legacy on. You know, we've built a new library. We're working on
935 Huntridge Park. We're working on homelessness. I've, I made a commitment to neighborhood
936 development 2.0, to get back into that so we could start to refocus on neighborhoods in your
937 wards, something that I think we lost sight of previously. We've solved Royal Links after a
938 decade. Tough project - done.

939 We have Ward 5 on fire right now. And I, our team is going full blast on that project.

940 And Councilwoman Fiore, I truly believe the northwest of this community is the future of our
941 city. And I'm truly committed to getting a business park online in that area.

942 And citywide, we've, you know, we've completed a new muni court project, at least the
943 agreements, and we're ready to get, to go under construction on something that, again, we've
944 worked on for a decade, and that happened under my administration.

945 So I think, in summary, I think I have helped you as your new city manager, in a very short
946 period of time, build a city, and that's my skill set. I've been doing it for 42 years now in cities all
947 over America. And I want to continue to do it for you more.

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948 Have there been issues? Absolutely. I am not an insensitive person. I think my team can tell you
949 that when we come out of briefings or I come out of one-on-one meetings with you, I bring your
950 issues back, and we move forward and carry them out. And then when there are interpersonal
951 issues, I work my hardest to resolve those issues. That's how I roll. That is innate to me as a
952 human being.

953 We have a lot of momentum in this city. We're in an unprecedented building boom downtown.
954 Now, I will tell you a story. I started here 15 years ago as your Redevelopment Agency Director;
955 starting that process and have continued it ever since. And we've laid the foundation as a city for
956 incredible investment.

957 We have the first ground-up casino coming downtown in over 30 years. An investor doesn't
958 invest in a project like that without the confidence knowing the area he's investing in can support
959 that kind of investment. And I believe I've been the person holding the baton to get us to that
960 point, to lay that investment potential.

961 I don't believe, if I were on your side of the dais here, this is the time to change horses on a city
962 manager. This is not, but let — here's the way I take this. I have a contract. I'm comfortable with
963 it. There is a provision in it that if my behavior is so egregious, as a body, you can get rid of me.
964 And in the city management business, let me just say this — I had talked to Brad, I know when I
965 was negotiating the contract, coming in right after my selection, I asked him because I had
966 looked at the ICMA contract. The International City Managers Association has a standard
967 contract that they hang out there for, to advise communities on entering into. And I asked Brad, I
968 said: Did you use the ICMA contract? And he said, “Yes.”

969 It has an evergreen provision in it deliberately, because with staggered terms on councils, the
970 political vagaries of councils, a manager could never pull off a tenure of enough time serving as
971 your city manager to get the job done. A manager would always be subject to the individual
972 whims of council members, and their tenure would be very limited and you would never get
973 anything done.

974

975 **COUNCILMAN COFFIN**

976 Amen.

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977 **CITY MANAGER ADAMS**

978 And that, that is why the contract is written the way it is. I wasn't being deceitful and not
979 notifying you about it, because you have a way to get rid of me. If my behavior, if I don't listen
980 to you on a continuous basis, you can terminate me.

981

982 **COUNCILWOMAN FIORE**

983 Mr. Adams, may I ask you a question?

984

985 **CITY MANAGER ADAMS**

986 Let me finish.

987

988 **COUNCILWOMAN FIORE**

989 Okay, you got it.

990

991 **CITY MANAGER ADAMS**

992 Let me finish.

993

994 **COUNCILWOMAN FIORE**

995 Whoa, whoa, whoa.

996

997 **MAYOR PRO TEM TARKANIAN**

998 Michele, do let —

999

1000 **COUNCILWOMAN FIORE**

1001 I really —

1002

1003 **COUNCILMAN COFFIN**

1004 Michele —

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1005 **MAYOR PRO TEM TARKANIAN**

1006 Michele, please let him finish, because I'm going to tell you something.

1007

1008 **COUNCILWOMAN FIORE**

1009 Okay. Okay.

1010

1011 **MAYOR PRO TEM TARKANIAN**

1012 This is so sad that we have accomplished so much in this city with all of us working together,
1013 and we should not be playing in public something like that when it would have been better just to
1014 meet and say we can talk to you about problems. And you would have to be very straight with
1015 us, and we will tell you when we don't think you're straight with us or whatever. That's where we
1016 should have begun I think. I have to say that.

1017

1018 **CITY MANAGER ADAMS**

1019 I gave you — and please, I'm not —

1020

1021 **MAYOR PRO TEM TARKANIAN**

1022 Just let him finish, Michele, and then —

1023

1024 **COUNCILMAN COFFIN**

1025 Do you vote to strike or not?

1026

1027 **CITY MANAGER ADAMS**

1028 Do I get to finish? Could I finish my statement?

1029

1030 **MAYOR PRO TEM TARKANIAN**

1031 Yes, I'm telling you to finish.

1032

1033 **CITY MANAGER ADAMS**

1034 Yeah.

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1035 **MAYOR PRO TEM TARKANIAN**

1036 I'm the mayor today.

1037

1038 **CITY MANAGER ADAMS**

1039 I'm sorry. And I'm not intending any disrespect by that. I just kind of wanted to get my statement

1040 out, because I'm sitting here listening to the discussion of a unilateral negotiation of my contract.

1041 I'm taking — let me be very clear.

1042

1043 **MAYOR PRO TEM TARKANIAN**

1044 Well, he's talking now. Let him talk.

1045

1046 **CITY MANAGER ADAMS**

1047 If you vote today to terminate the contract, you're getting rid of me.

1048

1049 **COUNCILWOMAN FIORE**

1050 Really?

1051

1052 **CITY MANAGER ADAMS**

1053 No. I — no, it's a two-way contract. You don't get to decide with me what I want to do.

1054

1055 **COUNCILMAN COFFIN**

1056 The record is not reflecting any of this side talk. So you've got to go through the Mayor.

1057

1058 **CITY MANAGER ADAMS**

1059 Yeah. It is — if you vote to not renew today, I —

1060

1061 **MAYOR PRO TEM TARKANIAN**

1062 Is it going through the Mayor?

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1063 **CITY MANAGER ADAMS**

1064 This is a — it doesn't feel good. I feel like we've been in a very good relationship contractually,
1065 personally, and professionally. And to take a moment — just as an aside, I've been negotiating
1066 contracts my whole life with some of the best people in the United States. And I know how
1067 contract negotiations work. But to find that one point of leverage, which is what is happening
1068 here, and use it to renegotiate a deal when there's nothing about our relationship that's lacking;
1069 you've never told me going into today that there are significant issues with my performance. In
1070 fact, I look at it just the opposite. Just last July, you gave me a fantastic performance review and
1071 a big bonus.

1072 So to your point, Councilman Crear, I have an annual review. I've been given an annual review,
1073 and you gave me a great review. Now what you're saying is, well, we want to tie the contract
1074 term to your review. I have a contract. I'm comfortable with it. If you want to terminate it, I take
1075 it somewhat hostilely, and I don't mean any disrespect in saying that. Please don't take that
1076 negatively. But it's hard for me to take it positively.

1077

1078 **MAYOR PRO TEM TARKANIAN**

1079 You know, Scott, and I can understand how you feel.

1080

1081 **CITY MANAGER ADAMS**

1082 Yeah.

1083

1084 **MAYOR PRO TEM TARKANIAN**

1085 I truly can. I don't know — I mean anybody up here, from what they've said that they want to fire
1086 you or do anything like that, that's why this is so ridiculous. The paper will probably have some
1087 big headline or something like that. And that's not the case. And you have done all those things. I
1088 know you've done the Medical District. You were right there at the very beginning, and you've
1089 helped me out tremendously in that. And I know about the library.

1090

1091 **COUNCILWOMAN FIORE**

1092 So, can I make a motion?

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1093 **MAYOR PRO TEM TARKANIAN**

1094 And I know about the other things. So don't worry, Scott. If I were you, I'd be the same way
1095 you're feeling now. But don't worry. Let's finish this up.

1096

1097 **COUNCILMAN COFFIN**

1098 May I be recognized?

1099

1100 **MAYOR PRO TEM TARKANIAN**

1101 Wait, we have two people who have theirs on before yours.

1102

1103 **COUNCILWOMAN FIORE**

1104 We have a motion on the floor.

1105

1106 **MAYOR PRO TEM TARKANIAN**

1107 And then we'll — and then we're going to finish. Okay? We're going to finish. I think Michele,
1108 Cedric, and then you. Okay. And then we'll have a motion, and let's get this done and let's do it
1109 the right way.

1110

1111 **COUNCILWOMAN FIORE**

1112 Okay. So, so the motion basically is to before contracts renew, we need to have an evaluation of
1113 the contract. So my motion basically would be, with this 90 days, we need to renegotiate this
1114 contract going forth to where we actually have an evaluation before a contract automatically
1115 renews.

1116 This is not saying we're terminating our City Manager. This is just saying the way this was laid
1117 out was incorrect. If we didn't catch it, it just would have went on. So my motion basically is to
1118 terminate the contract so we can redo the contract with the clause of renewing with an
1119 evaluation.

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1120 **MAYOR PRO TEM TARKANIAN**

1121 Michele, would you go for discussing the problem and then making a motion to whatever is
1122 done? Before we, so you would have an idea of what the other Council people felt?

1123

1124 **COUNCILWOMAN FIORE**

1125 So I think, I think that's — so there's many —

1126

1127 **MAYOR PRO TEM TARKANIAN**

1128 If they renegotiate, that's a step in a direction I don't know —

1129

1130 **COUNCILWOMAN FIORE**

1131 Well, not renegotiate.

1132

1133 **COUNCILMAN COFFIN**

1134 It's terminating.

1135

1136 **COUNCILWOMAN FIORE**

1137 So here's the thing.

1138

1139 **MAYOR PRO TEM TARKANIAN**

1140 Terminate.

1141

1142 **COUNCILWOMAN FIORE**

1143 If we look at the whole contract, I'm just looking at Section 2, Area D. That's it. I'm not worried
1144 about any other part of that contract besides Section 2, Area D. That's it. It's the 90-day thing that
1145 automatically renews. I just want to be able to, be able to have the evaluation.

1146 So that's the motion. Can the – attorney be clear on that motion? Just so everyone knows it's not
1147 a termination. It's not changing anything besides the clause that it automatically —

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1148 **COUNCILMAN COFFIN**

1149 (Inaudible)

1150

1151 **COUNCILWOMAN FIORE**

1152 Would you stop it, Mr. Coffin?

1153

1154 **COUNCILMAN COFFIN**

1155 I'm sorry.

1156

1157 **COUNCILWOMAN FIORE**

1158 Just stop it.

1159

1160 **COUNCILMAN COFFIN**

1161 I'd like to stop you.

1162

1163 **MAYOR PRO TEM TARKANIAN**

1164 Please, I'm going to have Cedric to speak.

1165

1166 **COUNCILMAN CREAR**

1167 Thank you, Madam –

1168

1169 **MAYOR PRO TEM TARKANIAN**

1170 (Inaudible) if you calm us down.

1171

1172 **COUNCILMAN CREAR**

1173 – Mayor Pro Tem.

1174

1175 **MAYOR PRO TEM TARKANIAN**

1176 Okay, go ahead.

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1177 **COUNCILMAN CREAR**

1178 First, I can understand our City Manager and your vehement concern, and I would have the same
1179 concern. And I'm glad you spoke, because it adds some clarity to it.

1180

1181 **MAYOR PRO TEM TARKANIAN**

1182 Yeah.

1183

1184 **COUNCILMAN CREAR**

1185 I don't view it as — I guess if we do do the, if we don't do the 90-day notice, there's an automatic
1186 renewal. And then I can see how Scott now says if we don't do it, then there is not a renewal.

1187 That it's terminated.

1188 But I, for some reason, I can't get in my mind to understand how you feel as though it is a
1189 termination, because at least I can, I'm not looking to terminate the agreement; quite the
1190 opposite, actually. Quite the opposite. I respect and appreciate in my short tenure here all the
1191 hard work that our City Manager has done, the leadership he's done and the projects that are
1192 important to Ward 5. Without his leadership, then we could not accomplish any of the things that
1193 we've accomplished in a very short period of time.

1194 I just vehemently believe that in order for any contract to be renewed, there should be some type
1195 of review process that happens in connection with the renewal.

1196

1197 **MAYOR PRO TEM TARKANIAN**

1198 Yeah.

1199

1200 **COUNCILMAN CREAR**

1201 Now, in this particular situation, because I do have the trust of the City Manager, maybe we do
1202 do the automatic renewal and then if it's — it would be automatically renewed for two years?

1203 That's what it would be?

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1204 **DEPUTY CITY ATTORNEY DOROCAK**

1205 Correct. If you do not exercise the 90-day written notice today, the automatic renewal will
1206 happen over the weekend.

1207

1208 **COUNCILMAN CREAR**

1209 Okay. Well, you know, I would be — I would entertain to not give the notice, have it be renewed
1210 for 90 days, but then moving forward how do we — I just don't, I don't like the automatic
1211 renewal. And so after two years, I think an evaluation should go with any renewal of a contract.
1212 And then, my question to HR or even to the City Manager, how do we do it for our chiefs and
1213 those who have contracts? Is this the same process?

1214

1215 **COUNCILMAN COFFIN**

1216 This is not the motion.

1217

1218 **COUNCILMAN CREAR**

1219 Are there not contracts in place? Can someone answer that for me?

1220

1221 **COUNCILWOMAN FIORE**

1222 Can we make the, or vote on the motion?

1223

1224 **COUNCILMAN CREAR**

1225 Well, if we vote on —

1226

1227 **MAYOR PRO TEM TARKANIAN**

1228 Well, we now have an eminent lawyer approaching the microphone.

1229

1230 **ASSISTANT CITY ATTORNEY DAVIS**

1231 That doesn't know how to turn it on.

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1232 **MAYOR PRO TEM TARKANIAN**

1233 All right. And we're going to be quiet up here, because we're going to courteously listen to him. I
1234 love you, Mr. Coffin, but I —

1235

1236 **COUNCILMAN COFFIN**

1237 I don't think we can do this in the middle of a motion. I don't think we can entertain testimony.
1238 It's not a public hearing.

1239

1240 **COUNCILWOMAN FIORE**

1241 So here's the —

1242

1243 **COUNCILMAN CREAR**

1244 Can you answer my question first, please, if you don't mind?

1245

1246 **COUNCILMAN COFFIN**

1247 So much out of order here.

1248

1249 **MAYOR PRO TEM TARKANIAN**

1250 Can we please – you know what? We've probably been out of order a lot of times. And let's just
1251 –

1252

1253 **COUNCILMAN COFFIN**

1254 And expensive. This is millions.

1255

1256 **COUNCILWOMAN FIORE**

1257 No it's not.

1258

1259 **MAYOR PRO TEM TARKANIAN**

1260 He's going to beat me up before this meeting is over. We all know that. Okay. Would you please
1261 address the question?

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1262 **ASSISTANT CITY ATTORNEY DAVIS**

1263 Thank you, Mayor Pro Tem. Morgan Davis, Assistant City Attorney, at your leisure to answer
1264 your question Councilman Crear. City Manager Adams I believe is the only official executive
1265 that has a written contract. The three that work directly for you, Brad at one point had a written
1266 contract, doesn't have one now I believe. I don't believe the auditor has one. Nobody else works
1267 directly for you, so there — and your appointed ranks, at-will employees, no contracts. Does that
1268 answer your question?

1269

1270 **MAYOR PRO TEM TARKANIAN**

1271 So you're telling us that's Scott is the only one who has a contract of the three employees that
1272 work for us?

1273

1274 **COUNCILMAN COFFIN**

1275 Where's the City Attorney?

1276

1277 **MAYOR PRO TEM TARKANIAN**

1278 Okay.

1279

1280 **COUNCILMAN COFFIN**

1281 We need the City Attorney.

1282

1283 **MAYOR PRO TEM TARKANIAN**

1284 Thank you.

1285

1286 **COUNCILMAN COFFIN**

1287 Okay.

1288

1289 **MAYOR PRO TEM TARKANIAN**

1290 So let's have the motion on the floor.

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1291 **COUNCILMAN COFFIN**

1292 It's still my turn to speak on the motion, Your Honor.

1293

1294 **MAYOR PRO TEM TARKANIAN**

1295 Oh, but wait a minute.

1296

1297 **COUNCILMAN COFFIN**

1298 Thank you very much.

1299

1300 **MAYOR PRO TEM TARKANIAN**

1301 But wait a minute, you're out of order, aren't you?

1302

1303 **COUNCILMAN COFFIN**

1304 I'm asking for your order.

1305

1306 **MAYOR PRO TEM TARKANIAN**

1307 I'm joking with you. Go ahead.

1308

1309 **COUNCILMAN COFFIN**

1310 You're out of order.

1311

1312 **MAYOR PRO TEM TARKANIAN**

1313 Just go ahead.

1314

1315 **COUNCILMAN COFFIN**

1316 Okay. Thank you, Your Honor, Mayor Pro Tem.

1317

1318 **COUNCILMAN CREAR**

1319 So what is the motion?

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1320 **COUNCILWOMAN FIORE**

1321 So can we have the attorney —

1322

1323 **COUNCILMAN COFFIN**

1324 The motion was to terminate, I believe.

1325

1326 **COUNCILWOMAN FIORE**

1327 Wait a second. No, it wasn't.

1328

1329 **COUNCILMAN COFFIN**

1330 I thought you said that —

1331

1332 **COUNCILWOMAN FIORE**

1333 Mr. Coffin, I would like the attorney to repeat the motion.

1334

1335 **COUNCILMAN COFFIN**

1336 Okay.

1337

1338 **DEPUTY CITY ATTORNEY DOROCAK**

1339 So **Councilwoman Fiore's motion is for the Council to exercise the written notice under**
1340 **Section 2D of Mr. Adams' employment agreement, which would give him 90-days written**
1341 **notice that his current contract ends on its termination date, July 6, 2019.** And unrelated or
1342 related to the motion, but not part of the motion, is some direction from multiple Council
1343 members to tee up a review and new employment agreement thereafter, or in the interlude, I
1344 guess.

1345

1346 **COUNCILWOMAN FIORE**

1347 Thank you. **So that's the motion.** Can we vote on that?

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1348 **COUNCILMAN COFFIN**

1349 On the motion, Your Honor.

1350

1351 **COUNCILMAN CREAR**

1352 Do we have a time certain of when that contract would be brought back to the Council for
1353 approval?

1354

1355 **DEPUTY CITY ATTORNEY DOROCAK**

1356 Well, it sounded like you were directing staff for some time in May, which would obviously hit
1357 before the July 6th termination date. Is that correct, Councilman? Is that what you would like?

1358

1359 **COUNCILMAN CREAR**

1360 And is that — well, I'm opening it up. Is that sufficient time to do an evaluation and to also draw
1361 up another agreement?

1362

1363 **COUNCILWOMAN FIORE**

1364 Hire an outside company?

1365

1366 **COUNCILMAN CREAR**

1367 Well, I'm not — I don't know what the evaluation process is, so outside evaluator, I'm not trying
1368 to change that.

1369

1370 **MAYOR PRO TEM TARKANIAN**

1371 Mr., Cedric, are you asking to have a chance where we can discuss this before we vote on
1372 extending or not extending? We have time, don't we?

1373

1374 **COUNCILWOMAN FIORE**

1375 No. So what is —

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1376 **MAYOR PRO TEM TARKANIAN**

1377 No?

1378

1379 **COUNCILWOMAN FIORE**

1380 So Mayor Pro Tem, Madam Mayor, what he's asking is with this motion add a caveat of time
1381 frame to where we have let's say four to eight weeks, May, June, to negotiate with the Manager
1382 on — I mean he's looking to even make the contract stronger. So that's what he's asking is a time
1383 certain to where we renegotiate terms or keep it as the same. It's just, you know, we're open. So
1384 the, so basically what Councilman Crear is adding is a time frame contact.

1385

1386 **COUNCILMAN COFFIN**

1387 You're sugarcoating your motion.

1388

1389 **MAYOR PRO TEM TARKANIAN**

1390 Okay. I just want to say this if I could, Cedric.

1391

1392 **COUNCILMAN COFFIN**

1393 You're sugarcoating your motion.

1394

1395 **COUNCILMAN CREAR**

1396 Please.

1397

1398 **MAYOR PRO TEM TARKANIAN**

1399 To all of this, and that is I can't vote on this motion the way it is if, for gosh sakes, we have all
1400 kinds of people up here who are saying how great the CMO is, and yet we're going to vote on
1401 something that says: Oops, you may be great, but you know what? You may be let go in a certain
1402 amount of time.
1403 I still say we have to tie that in with an evaluation, and I just want to make that certain.

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1404 **COUNCILWOMAN FIORE**

1405 **That's the motion. The motion is tying it in with an evaluation.**

1406

1407 **COUNCILMAN CREAR**

1408 Your Honor, I agree it should be tied to an evaluation.

1409

1410 **COUNCILMAN COFFIN**

1411 Your Honor, thank you for recognizing me.

1412

1413 **COUNCILMAN CREAR**

1414 That's all I'm saying.

1415

1416 **COUNCILWOMAN FIORE**

1417 Yeah.

1418

1419 **COUNCILMAN COFFIN**

1420 Your Honor?

1421

1422 **COUNCILMAN CREAR**

1423 And I would —

1424

1425 **COUNCILMAN COFFIN**

1426 Your Honor, and I'm now finally recognized, I hope.

1427

1428 **MAYOR PRO TEM TARKANIAN**

1429 I was going to have you talk, Mr. Coffin.

1430

1431 **COUNCILMAN COFFIN**

1432 Thank you, ma'am.

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1433 **MAYOR PRO TEM TARKANIAN**

1434 But Cedric had a couple of questions.

1435

1436 **COUNCILMAN CREAR**

1437 Yeah. But then I would also like to see this completed, if possible, in May.

1438

1439 **MAYOR PRO TEM TARKANIAN**

1440 And I think it's a good idea.

1441

1442 **COUNCILWOMAN FIORE**

1443 By the end of May.

1444

1445 **MAYOR PRO TEM TARKANIAN**

1446 I think that's a good idea to complete it in May, yes.

1447

1448 **COUNCILMAN CREAR**

1449 Yeah.

1450

1451 **COUNCILMAN COFFIN**

1452 Thank you, Your Honor.

1453

1454 **COUNCILMAN CREAR**

1455 If not sooner.

1456

1457 **COUNCILMAN COFFIN**

1458 I don't want to beat this to death.

1459

1460 **COUNCILWOMAN FIORE**

1461 The second week in May.

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1462 **MAYOR PRO TEM TARKANIAN**

1463 Yeah, because the tell you the truth, who knows —

1464

1465 **COUNCILMAN COFFIN**

1466 Your Honor?

1467

1468 **MAYOR PRO TEM TARKANIAN**

1469 — how well the CMO has done except for the people who are up here, most of whom are
1470 praising the CMO.

1471 Okay, go ahead. I'm sorry, Mr. Coffin.

1472

1473 **COUNCILMAN COFFIN**

1474 Thank you. Thank you for the recognition. I've been watching this situation build between the
1475 representative for Ward 6 and the City Manager in the public —

1476

1477 **COUNCILWOMAN FIORE**

1478 I caution you.

1479

1480 **COUNCILMAN COFFIN**

1481 — in the public media and in private correspondence, telling him to fire people, asking him to
1482 hire people, asking him to find out who it is that's watching Netflix out there among the two or
1483 three thousand employees. These things are micromanaging, and they are not part of a Council
1484 member's duty.

1485 To then post an item on an agenda, which would give an impression that maybe more than one
1486 member of the Council wants to look at or terminate the City Manager, and yet it's only one
1487 person who really at this moment is pushing this agenda.

1488 I think that, given the fact I have a lot of respect for my colleague here, there was time. There
1489 were, you've been on the Council now, Councilwoman, for two years almost, and there was time
1490 for you to look at all these contracts. There was time for you to have examined Mr. Adams'

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1491 contract. You could have brought it to us privately and said: Well, we better act sometime here
1492 pretty quick, because he's liable to get reemployed.

1493 All of this now has played out in the public media. Words like questioning his integrity,
1494 character, honesty, all of these things from one member of the Council has put us in turmoil and
1495 opened us seriously to legal costs. And I know this because I've been through this stuff before.

1496

1497 **COUNCILWOMAN FIORE**

1498 Because you're being sued right now.

1499

1500 **COUNCILMAN COFFIN**

1501 I just really think — I'm being sued twice now by useless people. But I can tell you this. I
1502 brought this up privately. I tried not to say these things in the public sphere, but here we are.
1503 What we have is a situation where now three people on the Council have voted to keep talking
1504 about his viability as city manager. You've got to understand what climate is being set here. How
1505 the hell can this man function? How can he run a — who in the hell is going to pay attention to
1506 him if it looks like he's on thin ice?

1507 Now the — race starts for leadership here. Now the people will be talking. We have got to talk.
1508 We need a new manager, don't we? So surely, you'll consider me. Or should we start a national
1509 search?

1510 In the meantime, the subject here gets an attorney, a good attorney, and we are exposed. We're
1511 exposed in so many different ways for so much money, and, you know, we worry about legal
1512 expenses here.

1513

1514 **COUNCILWOMAN FIORE**

1515 Madam Mayor?

1516

1517 **COUNCILMAN COFFIN**

1518 We do. And yet it is impossible to calculate what we have done to damage this man's
1519 employability, a 63-year-old man who is entitled to a fair hearing with warning and a seriously

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1520 discussed option for perhaps finding a way, a way to the solution. But not with this last-minute,
1521 rash behavior.

1522 I frankly think that it's a shame on all of us that we let it get this far. I tried my desperate most
1523 here the last few days to keep it down. I thought it was going to be trailed to the end of the
1524 meeting, but it was not.

1525 Certainly, think of the long-term consequences of this public debate here. This will not go well
1526 for us. It will not. It is not harmless. The motion is to terminate. That is the language. And then
1527 down the line maybe —

1528

1529 **COUNCILWOMAN FIORE**

1530 Madam Mayor?

1531

1532 **MAYOR PRO TEM TARKANIAN**

1533 Excuse me.

1534

1535 **COUNCILMAN COFFIN**

1536 I don't think that this is —

1537

1538 **MAYOR PRO TEM TARKANIAN**

1539 Councilman, the motion was not to terminate.

1540

1541 **COUNCILMAN COFFIN**

1542 It's a motion — well —

1543

1544 **MAYOR PRO TEM TARKANIAN**

1545 Let me tell you.

1546

1547 **COUNCILMAN COFFIN**

1548 – the words (inaudible) are to terminate —

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1549 **MAYOR PRO TEM TARKANIAN**

1550 All right. You know what?

1551

1552 **COUNCILMAN COFFIN**

1553 — in 90 days.

1554

1555 **MAYOR PRO TEM TARKANIAN**

1556 We have talked a long time. I'm sure these people in the audience are tired of hearing the same
1557 thing over and over again.

1558

1559 **COUNCILMAN COFFIN**

1560 Well, I'm sure the City Manager is not tired of it.

1561

1562 **MAYOR PRO TEM TARKANIAN**

1563 I think each of us up here has our own thoughts already within our minds.

1564

1565 **COUNCILMAN COFFIN**

1566 Well, we're in trouble here.

1567

1568 **MAYOR PRO TEM TARKANIAN**

1569 Can we have the last motion? And let's go and let's have a vote.

1570

1571 **DEPUTY CITY ATTORNEY DOROCAK**

1572 Mayor Pro Tem, Deputy City Attorney Jeff Dorocak down here. I can, if the Councilwoman
1573 doesn't mind, I can articulate the motion again legally, and then we'll go from there. Is that okay,
1574 Mayor Pro Tem?

1575

1576 **MAYOR PRO TEM TARKANIAN**

1577 Yes.

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1578 **DEPUTY CITY ATTORNEY DOROCAK**

1579 Okay. The motion is to exercise the written notice under Section 2D of his employment contract.
1580 The only thing that will happen as a result of that motion, if it passes, is his contract terminates
1581 on July 6th.

1582

1583 **COUNCILMAN COFFIN**

1584 That's a term certain. That's termination.

1585

1586 **DEPUTY CITY ATTORNEY DOROCAK**

1587 The, essentially that is a decision to not pick up the two-year renewal. And that's the motion.
1588 Now in addition to that, we have direction from —

1589

1590 **COUNCILMAN CREAR**

1591 That's not the motion though.

1592

1593 **DEPUTY CITY ATTORNEY DOROCAK**

1594 We have direction — well, we have direction from – the rest of the City Council, between or in
1595 May, and I've heard a suggestion of a date certain, May 1st, that a new employment agreement
1596 along with a review be teed up for that Council meeting. And I don't know if that satisfies
1597 Councilman Crear what you were looking for an evaluation and new deal.

1598

1599 **MAYOR PRO TEM TARKANIAN**

1600 Let's go with the motion that's on the floor. Let's have a vote.

1601

1602 **COUNCILMAN ANTHONY**

1603 Okay. I would like that added into the motion.

1604

1605 **COUNCILMAN CREAR**

1606 Which is?

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1607 **COUNCILMAN ANTHONY**

1608 **May 1st is when a new contract is negotiated, and we do a, we actually vote on a new**
1609 **contract and do a performance evaluation that day.**

1610

1611 **COUNCILMAN CREAR**

1612 Right.

1613

1614 **COUNCILMAN ANTHONY**

1615 **So can you include that in your motion, Councilwoman Fiore?**

1616

1617 **COUNCILWOMAN FIORE**

1618 **Yes.**

1619

1620 **COUNCILMAN ANTHONY**

1621 Okay. So that's in the motion. All right. Let's vote.

1622

1623 **COUNCILWOMAN FIORE**

1624 Okay. Okay.

1625

1626 **MAYOR PRO TEM TARKANIAN**

1627 Am I understanding this right? I'm probably the only one up here who is not understanding this
1628 right. Can I ask just the lawyer one thing?

1629

1630 **DEPUTY CITY ATTORNEY DOROCAK**

1631 Yeah.

1632

1633 **MAYOR PRO TEM TARKANIAN**

1634 I don't want to vote for termination. I don't want to put a CMO on thin ice. I don't want to do
1635 that. I do think we should have an evaluation. So how do I vote on this thing then, what we have
1636 here? If I vote, am I doing what I don't want to do?

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1637 **DEPUTY CITY ATTORNEY DOROCAK**

1638 You vote how you want. If you vote in favor, his contract, that he's under now, ends on its end
1639 date, July 6th. However, we have included with the motion direction to staff that on May 1st a
1640 new deal will come before the City Council along with an evaluation.

1641 So, that's where we are in this motion. I mean, the semantics of termination, no, he is not being
1642 fired. The motion is to say that his contract ends on July 6th, and the two-year pickup is not
1643 happening.

1644

1645 **COUNCILMAN COFFIN**

1646 That's called firing, 90 days (inaudible) –

1647

1648 **CITY MANAGER ADAMS**

1649 Could I weigh in here?

1650

1651 **MAYOR PRO TEM TARKANIAN**

1652 All right. Hold on.

1653

1654 **CITY MANAGER ADAMS**

1655 I mean I feel like we're having a, you're having a unilateral discussion about a contract that I'm a
1656 party to. I, I'm hearing from the City Attorney that the motion is to terminate the agreement.

1657

1658 **COUNCILWOMAN FIORE**

1659 No, it's not.

1660

1661 **CITY MANAGER ADAMS**

1662 Well, you've added things to the end of it. But at the end of the day, the effect of that is my
1663 contract will be terminated, and my last day of employment will be July 6th. That is for sure if
1664 this passes.

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1665 **COUNCILWOMAN FIORE**

1666 No, because we're going —

1667

1668 **MAYOR PRO TEM TARKANIAN**

1669 No. Excuse me.

1670

1671 **COUNCILWOMAN FIORE**

1672 — yeah, we're going to bring this back —

1673

1674 **CITY MANAGER ADAMS**

1675 So let me, let me —

1676

1677 **MAYOR PRO TEM TARKANIAN**

1678 Michele, please.

1679

1680 **CITY MANAGER ADAMS**

1681 Let me indicate to you I can't take that any other way then you're firing me. That's the only way I
1682 can take that. I don't care what you added to the end of it, because you can offer me a subsequent
1683 contract that isn't worth the paper it's printed on, and I'll never sign.

1684

1685 **COUNCILWOMAN FIORE**

1686 So then what?

1687

1688 **CITY MANAGER ADAMS**

1689 So, so I — you've terminated me. If you approve this, I want it to be very clear, you've
1690 terminated me. And that's how I'm taking it, and that's how I'll act accordingly subsequent to
1691 your action. I – don't know any other way to take it, and I am, again, being totally respectful to
1692 you as a body. I, but I feel like you can't have a contract discussion about my contract without
1693 me weighing into it.

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1694 The time to negotiate, renegotiate my contract, should have been one or two months ago. You
1695 should have said: Hey, we've got problems with your performance, we want to, or the contract.
1696 We want to renegotiate it. Let's renegotiate it so that when we give the notice —

1697

1698 **COUNCILWOMAN FIORE**

1699 But you didn't give us notice.

1700

1701 **CITY MANAGER ADAMS**

1702 — we can replace it today with the new contract.

1703

1704 **COUNCILWOMAN FIORE**

1705 But no one knew this.

1706

1707 **CITY MANAGER ADAMS**

1708 But today, if you terminate, you're terminating. That's, that's what you're doing. I am — I know
1709 enough about contract law to know your action will be terminating my contract.

1710

1711 **MAYOR PRO TEM TARKANIAN**

1712 All right.

1713

1714 **DEPUTY CITY ATTORNEY DOROCAK**

1715 **Mayor Pro Tem, just as a, just as a legal aside. The motion is to exercise the 90-day written**
1716 **notice. The 90-day written notice that the Council would be voting on with this motion does**
1717 **not terminate Mr. Adams' services. It's merely exercising its option not to renew for the**
1718 **two-year period after July 6th, 2019. That's the effect with respect to the contract, for the**
1719 **record.**

1720

1721 **COUNCILWOMAN FIORE**

1722 Can we vote on it? Make a vote.

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1723 **MAYOR PRO TEM TARKANIAN**

1724 All right. I'm going to have to move for a vote on the motion. I do not like to do this without the
1725 Mayor here. I must tell you that, and I don't know any way that we could do this. I thought when
1726 she left that, you know, things were settled. But I do not like to do this without the Mayor,
1727 because she felt so strongly and she is right in that she represents the entire city. But anyway,
1728 please vote on the motion.

1729

1730 **STACEY CAMPBELL**

1731 You need to vote.

1732

1733 **MAYOR PRO TEM TARKANIAN**

1734 I need to vote? I thought I could get away without voting. Okay. I have to keep this (inaudible).
1735 Doggone it. I'm going to — I just can't see how a body with as much intelligence as we have up
1736 here could get into a situation where we're going to say yea or nay on someone's contract, and we
1737 haven't even talked to him about the problems, if there are problems. But I'm going to move on
1738 this motion. **(Motion passed with Coffin voting No and Goodman excused.)**

1739 All right. Now can another motion be made?

1740

1741 **CITY CLERK HOLMES**

1742 No. That passes.

1743

1744 **MAYOR PRO TEM TARKANIAN**

1745 That passes.

1746

1747 **COUNCILWOMAN FIORE**

1748 That passes.

1749 **(END OF DISCUSSION)**

1750 /lc