

Cal Sheehy - Chair  
Buster Johnson – Vice Chairman  
Donna McCoy – Secretary/Treasurer  
David Lane – Board Member  
Alvin Stump – Board Member



Lake Havasu City Transit Building  
Meeting Room  
900 London Bridge Road  
Building B  
Lake Havasu City, AZ 86404

**LAKE HAVASU METROPOLITAN  
PLANNING ORGANIZATION (LHMPO)  
EXECUTIVE BOARD MEETING AGENDA  
Tuesday June 11, 2019, 2:00 P.M.**

**\*\*THIS MEETING WILL BE HELD TELEPHONICALLY. Call in information:  
1-888-240-2560 Meeting ID: 949 906 265**

The Lake Havasu MPO Executive Board may vote to hold an Executive Session for the purposes of obtaining legal advice from the Attorney on any matter listed on the agenda under A.R.S §38-431.03(A)(3)

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. CALL TO THE PUBLIC:**

*This item is to provide an opportunity for citizens wishing to address the Executive Board on issues within the jurisdiction of the LHMPO planning area that are not on the Agenda. Comments SHALL be limited to five (5) minutes or less.*

**4. CONSENT AGENDA**

The following items will be considered as one item by the Executive Board and will be enacted with one motion with no separate discussion unless a board member requests to so, in that event the item will be removed.

- 4.1** Call for Executive Session Pursuant to A.R.S. § 38-431.03(A), 1:00 p.m., Tuesday, August 13, 2019

**5. PUBLIC HEARINGS**

- 5.1** Discussion and possible action, to approve MPO Manager Employment Contract with Vincent Gallegos  
Kelly Garry, LHMPO Attorney

**6. FUTURE AGENDA ITEMS**

**7. UPCOMING MEETING SCHEDULE**

- State Transportation Board Meeting: **June 21, 2019 at 9:00 a.m.**, Pinetop, AZ
- LHMPO Executive Board Meeting: **August 13, 2019 at 2:00 p.m.**, 2360 McCulloch Blvd., N., Lake Havasu City, AZ 86403

- LHMPO TAC Meeting: **August 27, 2019 at 1:30 p.m.**, 900 London Bridge Rd, Bldg. B, Lake Havasu City, AZ 86404

## **8. ADJOURNMENT**

*Pursuant to the Americans with Disabilities Act (ADA), the Lake Havasu Metropolitan Planning Organization endeavors to ensure the accessibility of all of its programs, projects and services to all persons with disabilities. If you need an accommodation for this meeting, please contact the Lake Havasu MPO office at (928) 453-2823 at least 48 hours prior to the meeting so that accommodations may be arranged.*

**LAKE HAVASU MPO  
REQUEST FOR ACTION  
June 11, 2019**

**SUBJECT:** Discussion and Possible Action, to approve the MPO Manager Employment Contract

**SUBMITTED BY:** Kelly Garry, LHMPPO Attorney

**AGENDA TYPE:** Public Hearing: Discussion / Possible Action Item

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**ATTACHMENTS:**

MPO Manager Employment Contract

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**SUMMARY/BACKGROUND:**

In accordance with the Executive Board direction on May 14, 2019. Attached is the proposed MPO Manager Employment Contract. The proposed Contract is for a two-year term with an annual salary of \$85,490.00.

MPO Manager agrees to perform the duties and responsibilities of the MPO Manager position as prescribed by the MPO Joint Project Agreement with Arizona Department of Transportation, the Unified Planning Work Program and Budget (UPWP), the applicable personnel policies of Lake Havasu City, and state and federal laws. MPO Manager agrees to devote the time necessary for the effective and efficient administration of the MPO. MPO Manager shall have all powers and authority granted to the MPO Manager under the MPO Joint Project Agreement with Arizona Department of Transportation, and applicable federal and state laws and regulations.

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**ACTION OPTION:**

Motion to Approve the Lake Havasu MPO Manager Contract

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**RECOMMENDATION:**

Motion to Approve the Lake Havasu MPO Manager Contract

**LAKE HAVASU METROPOLITAN PLANNING ORGANIZATION  
EMPLOYMENT CONTRACT  
MPO MANAGER**

**THIS EMPLOYMENT CONTRACT** (“Contract”) is entered into June 11, 2019, by and between Vincent Gallegos (“MPO Manager”), and the Lake Havasu Metropolitan Planning Organization, an Arizona corporation (“MPO”), collectively referred to as the “parties.” The parties agree as follows:

1. Employment: MPO agrees to employ MPO Manager and MPO Manager accepts employment upon the terms and conditions in this Contract.
2. Term: The term of this Contract commences on June 29, 2019, and ends June 30, 2021. MPO Manager’s performance may be reviewed, at minimum, every twelve (12) months during the course of this Contract. At least six months prior to the expiration of the term, MPO Executive Board and MPO Manager may begin negotiations for a new employment contract. If it is the intent of the MPO Executive Board not to enter into a new employment contract with MPO Manager, MPO Executive Board agrees to provide notice of intent not to enter into a new employment contract with MPO Manager at least ninety (90) days prior to the expiration of the term.
3. Duties and Responsibilities: MPO Manager agrees to perform the duties and responsibilities of the MPO Manager position as prescribed by the MPO Joint Project Agreement with Arizona Department of Transportation, the Unified Planning Work Program and Budget (UPWP), the applicable personnel policies of Lake Havasu City, and state and federal laws. MPO Manager agrees to devote the time necessary for the effective and efficient administration of the MPO. MPO Manager shall have all powers and authority granted to the MPO Manager under the MPO Joint Project Agreement with Arizona Department of Transportation, and applicable federal and state laws and regulations.
4. Compensation: During the term of this Contract, MPO Manager will be compensated as follows:
  - 4.1. Annual salary in the amount of \$85,490.00 paid in accordance with Lake Havasu City’s bi-weekly payroll schedule. See paragraph “4.3” below for annual salary adjustment after the initial twelve (12) months of Contract approval and subsequent annual salary adjustments during the term of this Contract.
  - 4.2. The MPO Manager position is a FLSA exempt position, and as such, is not eligible for overtime compensation; however, MPO Manager is expected to engage in those hours of work that are necessary to fulfill the obligations of the position.

- 4.3. Upon MPO Manager's evaluation, if the average overall evaluation is acceptable performance, the annual salary of the MPO Manager may be adjusted in an amount determined by the MPO Executive Board.
- 4.4. MPO Manager requires the use of an automobile during employment with the MPO. No vehicle allowance is provided for that purpose. If MPO Manager's duties require that he drive more than ten (10) miles from the MPO office, MPO Manager is entitled to reimbursement of mileage at the IRS rate in effect at that time, or MPO Manager may use an available MPO vehicle for travel. Any insurance, maintenance of repairs, gas, or other cost of operation of MPO Manager's personal vehicle is the responsibility of MPO Manager. Each year during the term of this Contract, MPO Manager will be asked to provide the MPO with proof of automobile liability insurance including coverage for property damage, with minimum limits of \$100,000/\$300,000/\$25,000 and copy of a valid driver's license.
- 4.5. MPO Manager shall accrue paid time in accordance with Lake Havasu City's Paid Time Off Accrual Schedule. Leave is to be scheduled as MPO Manager deems most efficient for the proper operation of the MPO. In addition, MPO Manager is entitled to the same regular benefits available to other non-public safety department heads of Lake Havasu City, unless otherwise specifically provided for in this Contract.
- 4.6. MPO Manager shall be entitled to group health insurance provided and available to department head level employees of Lake Havasu City.
- 4.7. Subject to budget restrictions, MPO agrees to pay for the reasonable travel and subsistence expenses of MPO Manager for professional and official travel, meetings, and occasions adequate to continue the professional development of MPO Manager. It is anticipated by the parties that these expenses may include national, regional, state, and local government groups in which MPO Manager serves as a member and which are approved by the MPO Executive Board.
- 4.8. MPO agrees to budget and pay for travel, subsistence, and registration expenses of MPO Manager for educational courses, institutes, and seminars that are necessary for his professional development and arise out of or are related to duties performed on behalf of MPO. These expenses should be approved in advance by the MPO Executive Board if not specifically approved in this Contract or the annual budget.
- 4.9. All payments of salary due to MPO Manager are subject to federal and state withholding taxes and other sums as MPO is required by law to withhold or deduct from MPO Manager's salary.

5. Suspension of Duties: The MPO Executive Board, by a majority vote of all members, may suspend MPO Manager with or without full pay and benefits at any time during the term of this Contract with or without cause.
6. Termination: It is expressly understood by the parties to this Contract that the MPO Manager holds office and continues his employment at the pleasure of MPO. The MPO Executive Board may terminate this Contract without cause at any time by a majority vote of all Executive Board members. Regardless of whether the MPO Executive Board terminates this Contract with or without cause, MPO shall provide MPO Manager with a minimum of fourteen (14) calendar days' advance written notice.
  - 6.1. If the MPO Executive Board terminates this Contract, it shall provide written notice of termination to MPO Manager, in which event:
    - A. The MPO Executive Board may terminate MPO Manager without cause. In that event, MPO agrees to pay MPO Manager sixty days (60) calendar days of salary and benefits in effect at the time of such termination. This payment is payable in a lump sum for salary and paid time off; continuation of insurance (COBRA premiums) will be prepaid by MPO for the period described above. MPO Manager may also be compensated for accrued paid time off through the date of termination as defined by Lake Havasu City's personnel policies in effect at the time of termination.
    - B. The MPO Executive Board may terminate MPO Manager for cause. MPO shall give a written notice to the MPO Manager that termination is for cause setting forth the reasons for termination for cause. The term "for cause" as used herein shall include: (1) actions that result in or could lead to the charge of or conviction of a felony, or the charge of or conviction of a misdemeanor involving moral turpitude; (2) abuse of illicit drugs or alcohol that materially affects performance of MPO Manager's duties; (3) repeated and protracted unexcused absences from the MPO Manager's office and duties; or (4) any action that results in exposure of MPO to substantial damages, claims, or other liability not otherwise covered by the MPO's insurance.
    - C. If MPO Manager is terminated for cause, then paragraph "A" above does not apply and MPO Manager shall not be entitled to any severance pay or benefits.
    - D. In the event MPO, citizens, or legislature acts to amend any provision of law pertaining to the role, powers, duties, authority,

or responsibilities of MPO Manager's position that substantially changes the form of government, MPO agrees to pay MPO Manager as stated in 6.1.A of this Agreement to the extent funding is available. Such action shall constitute a constructive termination.

6. Resignation/Retirement: If MPO Manager decides to resign or retire and voluntarily terminates this Contract as a result, he must give the MPO Executive Board a minimum of forty-five (45) calendar days' advance written notice. MPO Manager shall cease to be entitled to any further salary or benefits on/after the effective date of resignation.
7. Notices: Written notices shall be effectively given when either served personally, on the day it is delivered and signed for by either party to this Contract; or forwarded by overnight, registered mail on the day the postal receipt is acknowledged by the receiving party.
8. Liability Insurance: MPO agrees to insure MPO Manager through its comprehensive insurance coverage presently in effect, against any tort or professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of the performance of MPO Manager's duties for MPO, with the exception of actions brought on behalf of MPO or criminal actions taken against MPO Manager. Any attorney's fees, court costs, or other litigation related expenses incurred in connection with the defense of the claim, demand, or lawsuit shall be paid for by MPO.
9. Bonding: MPO agrees to bear the full cost of any fidelity or other bonds required of MPO Manager under any law or ordinance.
10. Severability Clause: If any provision, or any portion, contained in this Contract is held unconstitutional, invalid, or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
11. Final and Entire Agreement of the Parties: This Contract represents the final and entire agreement and understanding between the parties, and any representations, negotiations, offers, proposals, promises or agreements intended by the parties to be integrated and merged herein and to be superseded by the Contract. This Contract may only be modified or amended through a written agreement signed by MPO Manager and the MPO Executive Board and approved at a public meeting by the MPO Executive Board.
12. Attorney's Fees: If any legal proceeding is brought for the enforcement of this Contract, or because of an alleged breach, default, or misrepresentation in connection with any provision of this Contract, or other dispute concerning this Contract, the successful or prevailing party shall be entitled to recover reasonable

attorney's fees and other costs incurred in that proceeding, in addition to any relief to which it may be entitled.

13. Governing Law: This Contract is intended to be governed by and construed in accordance with Arizona law.

14. Jurisdiction and Venue: The parties agree that any action brought by one party against the other arising out of an alleged breach, default, or misrepresentation in connection with any provision of this Contract, or any other dispute concerning this Contract, shall be brought in Mohave County Superior Court.

15. Conflicting City Code and/or Administrative Regulation: This Contract is not intended to conflict with any Lake Havasu City regulations currently in force applicable to the MPO. Should a conflict arise between existing City regulations and the provisions and language of this Contract, the Contract provisions will prevail.

16. Signatures:

"MPO"

"MPO Manager"

Lake Havasu Metropolitan Planning  
Organization

By: \_\_\_\_\_  
Cal Sheehy, Chair                      Date

\_\_\_\_\_  
Vincent Gallegos                      Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
MPO Attorney                      Date