



**AGENDA
WORK SESSION
MAYOR AND COMMON COUNCIL
Of the TOWN OF CAMP VERDE
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY February 8, 2017 at 5:30 P.M.**

Note: Council member(s) may attend Council Sessions either in person or by telephone, video, or internet conferencing.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**

4. **Discussion, consideration and possible direction to staff regarding future evaluations and possible contract process for the Town Manager including reviewing other examples and standard ones provided by the International City/County Managers Association (ICMA)**

5. **Adjournment**

Posted by

Virginia Jones

Date/Time:

2-1-2017 8:00 a.m.

Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.

38-431.01 Meetings shall be open to the public

A. All meetings on any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All Legal Action of public bodies shall occur during a public meeting

TOWN OF CAMP VERDE



Risk Management Memorandum

To: Mayor and Council
CC: Russ Martin, Town Manager
From: Carol Brown, Risk Manager
Date: January 27, 2017
Re: February 8, 2017 Agenda Item:
Employment Agreement Between the Town and the Town Manager
Risk Manager's FY 17 Objective

One of the Risk Manager's FY 17 objectives was to agendize the option for the Town to enter into an agreement with the Town Manager.

It is in the best interest of the both Parties to enter into an agreement for the following reasons:

1. Creates synergy.
2. Continuity of operations.
3. Completion of projects.
4. Increases progress.
5. Eliminates repetitive lag time in getting a Town Manager up to speed.
6. Improves employee morale/retention.
7. Enhances the Town's reputation.
8. Encourages longevity in retaining Town Managers; current and future.
9. Minimizes the Town's expensive direct/indirect costs in seeking a person with the knowledge, skills and abilities to fill this position.
10. Providing said agreement is a standard practice in government (provides a written reference).
11. Enhances the Town's negotiation abilities when offering the benefit of an agreement.
12. Reduces risks.

The Risk Management Company has advised that the Town not include an indemnity provision in the agreement for the following reasons:

"Employees are covered by AMRRP and there is no need for an indemnification agreement. The Town and the employees are one in the same on the insurance policy.

There is a difference between indemnification agreements and coverage.

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February 8, 2017 Agenda Item:

Employment Agreement Between the Town and the Town Manager

January 27, 2017

When someone signs an indemnification agreement, you have a legal obligation to indemnify that entity or person based on the agreement. Generally, the way you indemnify someone is through an insurance policy. Regardless of what you may agree to in an indemnification agreement, you cannot change the coverage.

The Town Manager is already covered by the policy like all other employees and council. There is no need for an indemnification agreement with an employee. All employees are entitled to the benefits of coverage subject to the conditions and exclusions. Your indemnification agreement below could be more restrictive than what the Manager has in coverage and in other areas, you could be agreeing to indemnify for something that is not covered by the Pool. So again, there is no reason to have an indemnification agreement with an employee”.

In lieu of indemnification the Town could offer a similar provision reflecting that the Town manager is entitled to the benefits of insurance coverage subject to the conditions and exclusions the policy.



Model Employment Agreement

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ICMA Director of Ethics
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ICMA



Leaders at the Core of Better Communities

ICMA advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA, the International City/County Management Association, provides member support; publications, data, and information; peer and results-oriented assistance; and training and professional development to more than 9,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect 185 million individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

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Introduction

This Agreement, made and entered into this [date], by and between the [local government] of [state], [town/city/county] a municipal corporation, (hereinafter called "Employer") and [name], (hereinafter called "Employee") an individual who has the education, train-

ing and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

Recommended Language

A. This agreement shall remain in full force and effect from [date] until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement.

Option 1

The term of this agreement shall be for an initial period of [#] years from [date] to [date]. This Agreement shall automatically be renewed on its anniversary date for a [#] year term unless notice that the Agreement shall terminate is given at least [#] months

(12 months recommended) before the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

In the event that the Employee is terminated, as defined in Section 9 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum or in a continuation of salary on the existing [biweekly/monthly] basis, at the Employee's option, plus continuation of all benefits for the remainder of the term of this agreement.

Section 2: Duties and Authority

Recommended Language

A. Employer agrees to employ [name] as [title] to perform the functions and duties specified in [legal reference] of the [local government] charter and/or by ordinance [#] dated [legal reference] of the [local government] code and to perform other legally permissible and proper duties and functions without interference.

B. Employee is the chief executive officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's charter and/or ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances and charter of the Employer.

D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, charter, state and federal law.

E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.

F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the governing body.

G. The Employee shall perform the duties of (city, county or town) manager of the Employer with reasonable care, diligence, skill and expertise.

H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

I. The Employee cannot be reassigned from the position of (city, county or town) manager to another position without the Employee's express written consent.

J. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing

body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or the Employee's evaluation or otherwise consistent with state law.

K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

Section 3: Compensation

Recommended Language

A. Base Salary: Employer agrees to pay Employee an annual base salary of [\$ amount], payable in installments at the same time that the other management employees of the Employer are paid.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.

C. In addition, consideration shall be given on an annual basis to an increase in compensation.

Options for Section 3. C Compensation

Option 1

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

Option 2

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement in addition to providing a fixed annual increase in the Employee's salary

based on an agreed upon economic indicator, such as the Consumer Price Index.

Option 3

The Employer agrees to increase the compensation by [%] each year.

Option 4

The Employer agrees to increase the compensation each year by at least the average across the board increase granted to other employees of the Employer.

D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 3.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

E. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads or general employees of the Employer as provided by the Employer's policies, Charter, ordinances, or personnel rules and regulations or other practices.

Section 4: Health, Disability and Life Insurance Benefits

Recommended Language

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents, at a minimum, equal to that which is provided to all other employees of the [local government]. In the event no such plan exists, Employer agrees to provide coverage for the Employee and dependents in a manner mutually agreed upon by Employer and Employee.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Option 1

A. The Employer agrees to provide for full health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents on an equivalent basis to that which is provided to all other employees of the [local government]. and Employer shall pay all premiums for the Employee and the Employee's dependents. In the event no such plan exists, Employer agrees to provide full coverage for the

Employee and dependents in a manner mutually agreed upon by Employer and Employee.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

D. The Employer shall pay the amount of premium due for term life insurance in the face amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. If such coverage is not available through the Employer's insurance carrier or the Employee elects to obtain coverage through a different insurance carrier, the Employer shall reimburse the Employee for the cost of the premiums in an amount equal to the same value as that provided by the Employer's insurance carrier. The Employee shall own the life insurance policy and the life insurance policy shall be in the name of the Employee and the Employee shall have the right to name the beneficiary of the life insurance policy.

Option 2

E. The Employer shall provide business travel insurance for the Employee while the Employee is traveling on the Employer's business, and the Employee shall name the beneficiary thereof. Should the Employee die while on travel for the Employer, the Employer shall cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

Section 5: Vacation, Sick, and Military Leave

Recommended Language

A. Upon commencing employment, the Employee shall be credited with [#] accrued sick leave hours and [#] accrued vacation leave hours. In addition, beginning the first day of employment, Employee shall accrue sick leave and vacation leave on an annual basis, at a minimum, at the highest rate provided or

available to any other employees, under the same rules and provisions applicable to other employees.

Option 1

Beginning the first day of employment, Employee shall accrue sick leave and vacation leave on an annual basis equivalent to the number of years served in the profession.

B. Upon commencing employment, the Employee shall have access to a bank of 180 sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage takes effect and may be renewed after each occurrence.

C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or

involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits to date.

D. The Employee shall be entitled to military reserve leave time pursuant to state law and [local government] policy.

Option 2

E. The Employee shall annually be credited with five (5) days of executive leave.

Section 6: Automobile

Recommended Language

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause. It shall be mutually agreed upon whether the vehicle is purchased by the Employer, provided under lease to the Employer or to the Employee, or provided through a monthly allowance.

Option 1—Monthly Vehicle Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of [dollar amount] per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly allowance shall be increased annually by [% or \$] amount. The

Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater [local government] area. For purposes of this Section, use of the car within the greater [local government] area is defined as travel to locations within a _____ mile (recommended one hundred (100) mile) radius of the local government limits.)

Option 2—Employer Provided Vehicle

The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile.

Section 7: Retirement

Recommended Language

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf.

In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute and keep in force all neces-

sary agreements provided by ICMA Retirement Corporation [ICMA-RC] or any other Section 457 deferred compensation plan for Employee's [continued] participation in said supplementary retirement plan. In addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to [percentage of Employee's base salary, fixed dollar amount of [\$] , or maximum dollar amount permissible under Federal and state law into the designated plan on the Employee's

behalf, in equal proportionate amount each pay period. The Employer and Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

In lieu of making a contribution to a Section 457 deferred compensation plan, the dollar value of this contribution may be used, at the Employee's option, to purchase previous service from another qualified plan.

Option 1

Recognizing that effective service with the community is based in part on the stability provided through a long-term relationship, the Employer shall provide a retirement annuity, as directed by the Employee, at a rate of [dollar amount], payable at the completion of each quarter of the fiscal year. This annuity serves as a retirement contribution and does not require further action of the Employer.

Option 2

The Employer shall adopt a qualified 401(a) defined contribution plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of com-

penetration annually. The 401(a) plan shall be established as an employer paid plan with non-discretionary contributions by the Employer and the Employee shall have no right to receive such contributions in cash. The 401(a) plan shall be established under a written plan document that meets the requirements of the IRS Code and such document is hereby incorporated herein by reference. The funds for the 401(a) plan shall be invested in such investment vehicles as are allowable under the IRS Code and the Employee shall make the sole determination as to how the funds are invested.

Option 2 A: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Option 3

The Employer shall adopt a qualified 401(a) profit-sharing plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of all performance bonuses annually.

Option 3 A: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Section 8: General Business Expenses

Recommended Language

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer

shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, internet connection at Employee's permanent residence, mobile phone/personal digital assistant and/or tablet computer for business and

personal use, and pager for business and personal use required for the Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employee and at the discretion of the Employee any mobile phone number shall be transferred to the Employee.

Section 9: Termination

Recommended Language

A. For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee in accordance with (cite applicable local law) at a properly posted and duly authorized public meeting.
2. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as 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.

5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Option 1

A. In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay Severance in accordance with Section 10 plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to twelve (12) months salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing [biweekly/monthly] basis, at the Employee's option,

B. The Employee shall also be compensated for all sick leave, vacation leave, and all paid holidays.

The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

C. For a minimum period of one year following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").
2. Life insurance as provided in Section 4D
3. Short-term and long-term disability as provided in Section 4B
4. Car allowance or payment of lease, or provide option to buy Employer's vehicle at depreciated value
5. Out placement services should the employee desire

them in an amount not to exceed [\$10,000 to \$15,000 recommended], and

6. Any other available benefits.

D. If the Employee is terminated because of a felony conviction, then the Employer is not obligated to pay severance under this section.

E. The termination and severance of Employee shall be in accordance with the "Separation Agreement" agreed to by Employer and Employee. A template for such agreement is provided by ICMA, and is incorporated herein by reference.

**Provisions for severance and severance related benefits may be governed by state and/or local law. Before entering into negotiations, both parties should be knowledgeable about relevant legal provisions.*

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall

provide a minimum of 30 days notice unless Employer and Employee agree otherwise.

Section 12: Performance Evaluation

A. Employer shall annually review the performance of the Employee in [month] subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

C. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

D. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

Section 13: Hours of Work

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

The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his or her assigned duties and responsibilities.

Section 14: Ethical Commitments

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Employer shall support Employee in keeping these

commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited

teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 16: Moving and Relocation Expenses

Recommended Language

Employee agrees to establish residence within the corporate boundaries of the local government, if required, within [number] months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

A. Employer shall pay directly for the expenses of moving Employee and his/her family and personal property from [location name] to [location name]. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges. The Employee shall provide evidence of actual moving expenses by securing quotations from three (3) companies. The Employee shall submit these quotes to the Employer who, in consultation with the Employee, shall select the moving company.

B. Employer shall reimburse Employee for actual lodging and meal expenses for his/her family in route from [location name] to [location name]. Mileage costs for moving two personal automobiles shall be reimbursed at the current IRS allowable rate of [cents amount] per mile.

C. Employer shall pay Employee an interim housing supplement of [dollar amount] per month for a period commencing [date], and shall continue for a maximum of [#] months, or until a home is purchased and closed on, within the corporate limits of the [local government name], whichever event occurs first.

D. Employer shall reimburse Employee for a total of [number] round trip air fares for Employee and his/her family [amount of total tickets] at any time during the first year of service to assist with house hunting and other facets of the transition and relocation process. The

Employee and his/her family may utilize and distribute the total [enter number] individual round trip tickets in any combination of individual members making the trips. The Employee shall be reimbursed for actual lodging and meal expenses incurred by Employee or his/her family members on any trips conducted prior to relocation, as detailed herein.

E. The Employee shall be reimbursed, or Employer may pay directly, for the expenses of packing and moving from temporary housing to permanent hous-

ing during the first year of this agreement. The cost of this move shall not exceed (dollar amount).

F. The Employer shall pay the Employee's tax liability on all Employer provided benefits for relocation and housing.

Option 1

The Employer shall pay a lump sum payment of [\$] to the Employee to cover relocation costs.

Section 17: Home Sale and Purchase Expenses

Recommended Language

A. Employee shall be reimbursed for the direct costs associated with the sale of Employee's existing personal residence, said reimbursement being limited to real estate agents' fees, and other closing costs that are directly associated with the sale of the house. Said reimbursement should not exceed the sum of [\$].

B. Employee shall be reimbursed for the costs incidental to buying or building a primary residence within the [local government], including real estate fees, title insurance, and other costs directly associated with the purchase or construction of the house, said reimbursement not to exceed the sum of [\$].

Option 1

Employer shall reimburse Employee for up to three discount points within thirty (30) days following purchase of a home within the corporate limits of [local government name], in an effort to minimize mortgage rate differentials.

Option 2

Employer shall provide Employee with a _____ [fixed-interest, variable-interest, interest-only] loan to purchase a house. The amount of the loan shall not exceed \$_____. The loan shall be repaid in full to the Employer upon the occurrence of either of the following events: (i) the home, or the Employee's interest in the home, is sold, transferred, or conveyed, or (ii) the Employee's employment with the Employer, for any reason, is terminated. The Employer and Employee shall execute any and all documents necessary to document this transaction.

Option 3

Employer agrees to provide the Employee a loan for the purchase of a home in an amount not to exceed [dollar amount]. Employee shall pay Employer a monthly mortgage payment of [dollar amount] for interest, which is equal to the amount currently being paid in principle and interest for the current residence. Employee shall accrue equity at a rate of [%] per month.

Upon termination of employment with the Employer, Employee shall have a maximum of six months to sell the home while continuing to reside in it under the terms and conditions here. Should the home sell during the time period, Employer shall receive 100% of the proceeds minus the percentage of equity accrued by Employee as described above, and minus the amount of equity originally invested by Employee. Said accrued equity and original equity shall both be payable to Employee upon closing. Said original equity invested shall be calculated as an amount equal to the percentage of original purchase price, represented by the original equity investment by Employee, and adjusted to be the same percentage of equity in the current sale price of the home. All closing costs borne by the seller shall be split between Employer and Employee in a proportion equal to the equity share described above. Should the house fail to sell within the allotted six month time period, Employer has the option of allowing the previous arrangement to continue in place or to purchase equity, calculated as provided above, plus the original cost of all improvements made to the property.

Option 4

A. Employer shall provide a residence for Employee at no cost to Employee other than the monthly cost of all utilities and services. Should Employee choose to not accept the housing no additional housing incentive shall be provided to Employee.

B. Upon separation, voluntary or involuntary, Employee shall vacate the residence with six (6) months of date of separation.

Option 5

Employee shall place their current residence on the market and make every reasonable attempt to sell residence. If after six (6) months, Employee has not sold or agreed to sell their residence the Employer shall purchase the residence from Employee at ninety percent (90%) of current list price or appraised value whichever is less. Employer shall then place the residence on the market with all proceeds of any sale to Employer.

Section 18: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or no perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrate or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as [job title] or resulting from the exercise of 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 shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses,

damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. 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 to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 19: Bonding

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

Section 20: Other Terms and Conditions of Employment

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the [local government] Charter, local ordinances or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits that are enjoyed by or offered to other [appointed officials, appointed employees, department

heads or general employees] of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

Option 1—Appropriation

The Employer has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the municipality in an amount sufficient to fund and pay all financial obligations of the Employer pursuant to this Agreement, including but not limited to, the Severance and other benefits set forth in Section 10.

Section 21: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

- (a) EMPLOYER: City of ()
 address
 city,state,zip
- (b) EMPLOYEE: name
 address
 city, state zip

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

Section 22: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on _____, _____.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both

Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

Name of Employer

By: _____
Governing Body Representative

Executed this the (number) day of (month), (year).

Employee

Signature: _____

Executed this the (number) day of (month),(year).

Appendix 1

SEPARATION OF EMPLOYMENT AND GENERAL RELEASE

This Separation of Employment and General Release Agreement (“Agreement”) is made by and between the [local government] (“Employer”) and _____ (“Employee”).

WHEREAS, Employer has employed Employee as its _____; however, the parties wish to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of Employee’s employment or termination thereof.

WHEREAS, The parties desire to set forth the terms and conditions governing Employee’s separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between Employer and Employee, including without limitation, any and all claims arising out of or in any way related to Employee’s employment with or separation from the Employer.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, Employer and Employee agree and state:

1. TERMINATION OF EMPLOYMENT. Upon their mutual agreement, Employee’s employment _____ shall terminate on _____, 20__, which shall be Employee’s final date of employment.

2. NO ADMISSION OF LIABILITY. This Agreement is not an admission by Employee or Employer of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. PAYMENT AND BENEFITS. Employee shall receive his/her regular paycheck for the pay period ending _____, 20__ on or before _____, 20__. Employee shall receive on or before _____, 20__ an additional payment to compensate for his accumulated leaves (vacation and floating holidays) and comp time, subject to customary payroll deductions.

As consideration for this Agreement and the release contained within, and in full and complete satisfaction

of all obligations due and owing Employee, Employer shall:

a. Pay Employee an amount equal to _____ (__) months of his current salary, subject to customary payroll deductions—to include Employee’s portion of health, dental and vision insurance premiums for _____ (__) months.

b. Continue, and pay for, Employer’s current health, dental and vision insurance coverages for _____ (__) months, ending on _____, 20__.

[C. INCLUDE ANY OTHER CONSIDERATION, SUCH AS AGREEING NOT TO CONTEST UNEMPLOYMENT, ALLOWING THE EMPLOYEE TO PURCHASE HIS WORK LAPTOP, ETC.]

3. SURRENDER AND VACATION OF EMPLOYER’S PROPERTY. Upon execution of this Agreement, Employee shall deliver all Employer’s property in his/her possession and further, shall vacate Employer’s property.

4. RELEASE AND WAIVER OF CLAIMS. In consideration of the benefits to be provided to Employee pursuant to this Agreement, Employee—including his heirs and assigns—hereby irrevocably and unconditionally releases, acquits and discharges Employer and each of its past, present and future elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys’ fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement. Employee specifically acknowledges and agrees that he is releasing and giving up any right that he may now have under federal or state law or political subdivision thereof and any claims that he may now have or could have asserted against Employer.

Employee specifically agrees to release all claims that against Employer under many different laws, including but not limited to: *the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit age discrimination in employment*; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act

of 1866, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; any other federal, state, or local laws prohibiting employment or wage discrimination; the Fair Labor Standards Act of 1938 and state laws that regulate wage and hour matters; the Family and Medical Leave Act of 1993; the Employee Retirement Income Security Act of 1974; any federal, state, or local laws providing workers' compensation benefits, prohibiting retaliatory or wrongful discharge, otherwise restricting an employer's right to terminate employees, or otherwise regulating employment; claims for breach of contract, promissory estoppel, defamation, slander, or libel; claims for termination pay, severance, or other benefits; and any other federal, state, or local tort or contract claim. Employee expressly waives all rights that he might have under any law that is intended to protect him from waiving unknown claims.

Employer hereby irrevocably and unconditionally releases, acquits and discharges Employee from any and all from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement.

5. REFERENCES AND NON-DISPARAGEMENT. If it is necessary for Employer to provide a reference to a prospective employer, Employee agrees that he will direct the prospective employer to contact _____. Additionally, Employee and the elected officials agree that they shall not disparage or make negative comments about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law.

6. REPRESENTATIONS AND WARRANTIES. The undersigned parties hereby represent and warrant the following to the other:

a. Employee represents and warrants that: he/she is legally and mentally competent to sign this Agreement; he/she is the sole owner of any claims against the Employer; he/she has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential claims has

been sold, assigned or pledged to any third party; and he/she presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.

b. Employee represents and warrants that he/she has not and will not file any complaints, charges or lawsuits against Employer or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of his employment with or separation of his/her employment, except Employee expressly reserves the right to file a claim for unemployment benefits. Employee further agrees to indemnify and hold Employer harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employer, arising out of any claim concerning the separation of employment that may hereafter be made by the Employee or any other party.

c. Employer represents and warrants that it has not and will not file any complaints, charges or lawsuits against Employee with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever relating to or arising out of Employee's employment with Employer or the separation of his employment from Employer. Employer further agrees to indemnify and hold the Employee harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employee, arising out of any claim arising from the separation of his employment that may hereafter be made by Employer or any other party.

d. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.

e. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or

of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

f. No promise or inducement has been made or offered, except as herein expressly set forth, and this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.

g. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

h. This Agreement and any amendments hereto may be executed in multiple counterparts by the parties. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument

7. JURISDICTION. This Agreement shall be governed by the laws of the State of _____, and the _____ County District Court shall have exclusive jurisdiction of any disputes arising under this Agreement.

8. BINDING EFFECT. This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

9. REVIEW & REVOCATION. The parties acknowledge that Employee may revoke his/her acceptance and execution of this Agreement at any time within seven (7) days of the date of his/her execution of it. Any revocation shall be in writing and shall be effective upon timely receipt by the Employer's Attorney.

If the revocation is submitted by mail, the revocation must be postmarked before the expiration of the seven (7)-day revocation period, and must be sent by overnight mail or other method so that it is received at the above address no later than the next business day immediately following the expiration of the seven (7)-day period. Further, Employee represents that, before accepting and executing this Agreement, he/she was given a review period of twenty-one (21) days in which to consider it. Employee further represents that he/she: (a) took advantage of as much of this period as required to consider this Agreement before signing it; (b)

carefully read the Agreement and the Release included herein; (c) fully understands it; and (d) is entering into it voluntarily. Employee represents that Employer encouraged him/her to discuss this Agreement with an attorney of choice before signing it. This Agreement shall not become effective or enforceable until the seven-day revocation period has expired without Employee having revoked acceptance of it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

On behalf of the Employer of

_____, _____:

Employer

Date

Attested by:

Employer's Representative

Date

On behalf of Employee:

Date

INTERNATIONAL ETHNOBOTANICAL MANAGEMENT ASSOCIATION

ICMA

777 North Capitol Street, NE
Suite 500
Washington, DC 20002-4201
202.289.ICMA (4262)
icma.org

🐦 @ICMA
📘 facebook.com/ICMAorg
🌐 linkedin.com/company/icma
📄 icma.org/kn



AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made and entered into as of the 21th day of October, 2016, by and between the City of Cottonwood, an Arizona municipal corporation in the County of Yavapai, State of Arizona, hereinafter called "Employer", and Douglas L. Bartosh, City Manager, hereinafter called "Employee".

RECITALS

WHEREAS, Employer desires to continue to employ Employee as City Manager of the City of Cottonwood, as provided in the Cottonwood Municipal Code, Section 2.16.080 and the City of Cottonwood Employee Manual, Section 6.B.3.a, for a three-year period from January 27th, 2016 through January 27th, 2019, under the terms and conditions set forth therein and below;

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, the Employer and Employee agree as follows:

SECTION 1: DUTIES

Employer agrees to employ Employee as City Manager of the City of Cottonwood, in accordance with the terms and conditions set forth below. Employee shall perform the functions and duties set forth under Chapter 2.16 of the Municipal Code of the City of Cottonwood, as well as under state law, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2: TERM

The term of this Agreement shall be retroactive to January 27th, 2016 and shall conclude on January 27th, 2019, subject to continuation or termination as set forth below.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 11 of this Agreement.

In the event that neither the Employer nor Employee provides written notice to the other at least six (6) weeks prior to the termination date as hereinabove provided, which may be provided with or without cause, this Agreement shall be extended on the same terms and conditions as herein provided for an additional period of one year.

SECTION 3: SALARY

Employer shall pay Employee for his services under this Agreement an annual base salary of \$166,970.80, payable in installments at the same time as other City employees of the Employer are paid.

In addition, Employer may, in its sole and sound discretion, increase Employee's base salary and/or other benefits during the term of this Agreement in such amounts and to such extent as the City Council may determine desirable on the basis of any performance review and evaluation of Employee as set forth in Section 13 below.

SECTION 4: AUTOMOBILE ALLOWANCE

The Employee will be paid an automobile allowance in the amount of four hundred fifty and no/100 (\$450.00) dollars per month.

SECTION 5: CELLULAR PHONE ALLOWANCE

The employee shall be paid a cellular phone allowance in the amount of eighty and no/100 (\$80.00) dollars per month.

SECTION 6: VACATION AND SICK LEAVE

Employee will accrue vacation time at the rate of 25 days per year. Employee will accrue other sick, holiday, floating holiday, and other leave in the same manner as Employer's other exempt appointed employees.

SECTION 7: HEALTH AND LIFE INSURANCE

Employer shall provide family health and dental care insurance coverage available to and at the same cost as paid by its other appointed employees.

Employer shall enroll Employee in the life insurance program available to its other appointed employees and shall pay the premium costs.

SECTION 8: RETIREMENT

Employer shall enroll Employee in the Arizona State Retirement System and shall pay the contribution in the same manner as it does with its other appointed employees.

SECTION 9: INDEMNIFICATION

Employer shall defend, hold 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 lawful performance of Employee's duties as City Manager.

SECTION 10: BONDING

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

SECTION 11: SUSPENSION, TERMINATION AND SEVERANCE PAY

As authorized by the Cottonwood Municipal Code, the Employee shall serve at the pleasure of the City Council, who may suspend or terminate the Employee from the position of City Manager during the term of this Agreement, but only pursuant to the terms of the Cottonwood Municipal Code and this Section 11.

In the event Employee is suspended or terminated by the City Council during such time that Employee is willing and able to perform his duties under this Agreement, then in that event Employer agrees to pay Employee the compensation and benefits Employee would otherwise have received for one year of service had the Council not suspended or terminated Employee, either in a lump sum or on the same basis on which Employee is currently compensated, in Employer's discretion.

In the event the Employee resigns following a request, whether formal or informal, by at least four (4) members of the City Council, then, in that event, Employee may at his option deem himself to be terminated at the date of such request to resign, within the meaning and context of this Agreement.

In the event the Employee voluntarily resigns his position with Employer before expiration of term of employment as provided above, then Employee shall give Employer at least six (6) weeks prior notice thereof, unless the parties otherwise agree; and the Employer shall not then be obligated to provide severance pay as provided herein.

SECTION 12: DISABILITY

Disability benefits will be provided per the City's policy outlined in the City of Cottonwood Employee Manual.

SECTION 13: PERFORMANCE EVALUATION

The City Council may review and evaluate the Employee's performance annually or more or less frequently, in Council's sole discretion. The Employer shall provide adequate opportunity for Employee to discuss his evaluation with the City Council.

SECTION 14: HOURS OF WORK

Employee shall devote full time to his duties as City Manager, except as otherwise specified in Section 16 below.

SECTION 15: TELECOMMUTING

Employee shall regularly attend meetings of the City Council (except when on leave or unable to do so due to illness, emergency, or other unforeseen or unusual circumstances), and shall also attend other meetings as directed or requested to do so by the Mayor, Council, City Manager, City Clerk or other managerial employee of the City. At other times, Employer and Employee agree that Employee may telecommute from his home in Cottonwood, provided that he is readily available for consultation with the Mayor, Council Members, and City staff during regular business hours.

SECTION 16. OUTSIDE ACTIVITIES

Employee shall spend no more than ten (10) hours per week in teaching, counseling or other non-Employer connected professional activities without the approval of the City Council.

SECTION 17: DUES AND SUBSCRIPTIONS

Employer agrees, subject to other budgeting constraints, to budget for and to pay the professional dues and subscriptions of Employee.

SECTION 18: PROFESSIONAL DEVELOPMENT

Employer agrees, subject to other budgeting constraints, to budget for and to pay the travel and subsistence expenses, per the City's travel policy, for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee.

Employer also agrees, subject to other budgeting constraints, 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 Employer.

SECTION 19: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine to be desirable, from time to time, relating to Employee's performance, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Cottonwood Municipal Code or any other law.

All provisions of the Cottonwood Municipal Code, and Employee Manual 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 shall also apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically as herein provided.

SECTION 20: NOTICE PROVISIONS

Any notice concerning this Agreement must be in writing delivered personally or sent by certified or registered mail as follows:

Employer: Mayor & City Council
City of Cottonwood
827 North Main Street
Cottonwood, AZ 86326

Employee: Douglas L. Bartosh
P.O. Box 2813
Cottonwood, AZ 86326

SECTION 21: GENERAL PROVISIONS

Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of Arizona, and venue for any legal action hereunder shall be the Yavapai County Superior Court in Camp Verde, Arizona.

Attorney's Fees. If suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in event of appeal as allowed by the appellate court.

Severability. If any part of this Agreement is determined by a court to be in conflict with any statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect unless the stricken provision leaves the remaining Agreement unenforceable.

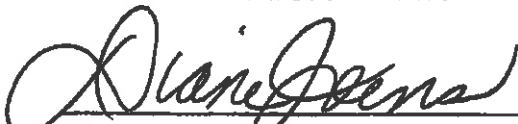
Conflict of Interest. Employee covenants that he presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

Entire Agreement. This Agreement constitutes the entire Agreement between the parties and shall not be changed or added to except by written amendment. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, other than specifically incorporated herein by reference, are superseded by this Agreement.

No Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

IN WITNESS WHEREOF, the City Council of the City of Cottonwood, Arizona, has caused this Agreement to be signed and executed on its behalf by the undersigned Mayor of the City of Cottonwood, and Douglas L. Bartosh has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF COTTONWOOD:

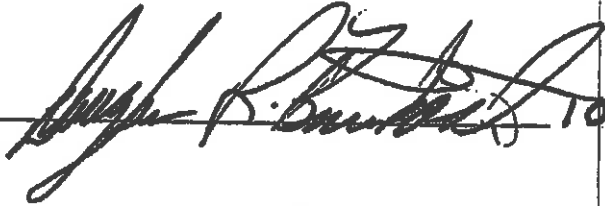


Diane Joens, Mayor

ATTEST:

Marianne Jiménez, City Clerk

DOUGLAS L. BARTOSH, CITY MANAGER:

 10-28-16

**Employment Agreement
between
The City of Oberlin, Ohio
and
Eric Norenberg**

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**Employment Agreement
between
The City of Oberlin, Ohio
and
Eric Norenberg**

Introduction

This Agreement, is made and entered into on this ___ day of October, 2007, by and between the City of Oberlin, Ohio, a municipal corporation, (hereinafter called "Employer") and Eric Norenberg, (hereinafter called "Employee"), both of whom agree as follows:

Section 1: Term

A. This agreement shall remain in full force in effect from October 22, 2007, until terminated by Employer or Employee as provided in Section 9, 10 or 11 of this agreement.

Section 2: Duties and Authority

Employer agrees to employ Eric Norenberg as City Manager to perform the functions and duties specified in the Charter and Ordinances of the City of Oberlin, and to perform such other legally permissible and proper duties and functions as authorized and directed by Oberlin City Council.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$100,000, payable in installments in accordance with the Employer's usual payroll schedule.

B. This agreement shall be automatically amended to reflect any salary adjustments that are authorized by Oberlin City Council.

C. Consideration shall be given on an annual basis to an increase in compensation.

D. Employer agrees to increase Employee's compensation by a minimum of 5% upon Employee's employment anniversary date for each of the first three years of employment with the Employer. Thereafter, increases in compensation shall be dependent upon the results of a performance evaluation conducted pursuant to the provisions of Section 12 of this Agreement. Increased compensation may take the form of a salary increase and/or bonus.

E. Employer agrees to allow Employee to occupy the house located at 205 Morgan Street, Oberlin, Ohio during Employee's employment as City Manager. Employee will be responsible for taxes due on the fair market value from such use of the house. Employer shall be responsible for preventative and external maintenance, structural and mechanical maintenance and landscape maintenance. Employee shall be responsible

for general internal custodial maintenance and all utilities, including refuse collection charges.

Section 4: Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide for health, hospitalization, surgical, vision, dental and comprehensive medical insurance benefits for the Employee and his dependents equal to that which is provided to all other non-collective bargaining unit employees of the City of Oberlin. In the event no such plan exists, Employer shall provide such coverage for the Employee and his dependents.

B. The Employer agrees to provide and to make the required premium payments for long-term disability coverage for the Employee until the Employee has the requisite service credit to be eligible for disability coverage through OPERS.

C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

D. The Employer shall pay the amount of premium due for term life insurance in the amount of \$225,000. The Employee shall have the right to name the beneficiary of the life insurance policy.

E. Employee is automatically entitled to any other standard benefits available to non-collective bargaining unit employees of the City as may now exist or be made available during the term of this contract.

Section 5: Vacation and Sick Leave

A. Upon commencing employment, the Employee shall be credited with two weeks sick leave and two weeks vacation leave. The employee shall then accrue sick leave in accordance with other non-collective bargaining City employees. The employee shall be credited with four weeks of vacation after his 1st anniversary and in accordance with other non-collective bargaining City employees thereafter.

B. Upon commencing employment, the Employee shall have access to a bank of 180 sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which long term disability coverage takes effect and may be renewed after each occurrence.

C. The Employee is entitled to accrue all unused sick and vacation leave, without limit, except in the event that the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued leave as provided for in section 10.

D. Employee is automatically entitled to any other standard leave available to non-bargaining unit employees of the City as may now exist or be made available during the term of this contract.

Section 6: Vehicle Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$2,400 per year as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a personal vehicle. The vehicle allowance shall be paid in equal payments on a monthly basis or on another schedule as determined by the Finance Director. The vehicle allowance shall be increased annually, in July, by the percentage increase in the Consumer Price Index (CPI) during the prior year and rounded to the nearest dollar that is divisible by 12. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for gas, oil and all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the established mileage rate for any business use of the vehicle beyond Lorain County.

Section 7: Retirement

A. The Employer agrees to enroll the Employee in the Ohio Public Employee's Retirement System (OPERS) and to make all the appropriate employer contributions on the Employee's behalf.

B. In addition to the Employer's payment to the state retirement system referenced above, Employer agrees to execute all necessary agreements provided by the ICMA Retirement Corporation (ICMA-RC) deferred compensation plan for Employee's continued participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amounts equal to eight percent (8%) of Employee's base annual salary, in equal proportionate amount each pay period. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

Section 8: General Business Expenses

A. Employer agrees to pay for professional dues and subscriptions of the Employee necessary for full participation in national, regional, state and local associations and organizations necessary for the Employee's continued professional growth and advancement, and for the good of the Employer.

B. Employer agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer agrees to pay for tuition, registration fees, and travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer. Employee

and Employer will agree on a process for advance approval of such professional development expenses that exceed \$250 per event, requires overnight travel, or requires absence from the office for more than one-half day.

D. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs and organizations. Accordingly, Employer agrees to pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local/regional civic clubs and organizations.

E. Technology: The Employer shall provide Employee with the use of a laptop computer, software, Internet service, e-mail, and an allowance to cover the cost of a cell phone/BlackBerry (or similar device) required for the Employee to perform the job and to maintain communication with the City Council and City staff.

F. Sections A. through E. of Section 8 above will be subject to annual appropriations and applicable Employer expense policies. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits, submitted in accordance with the Employer's policies relating thereto.

Section 9: Termination

For the purpose of this agreement, termination shall occur if:

A. Five-sevenths (5/7) of the governing body votes to terminate the Employee at a duly authorized public meeting, after proceedings held in accordance with Section VI of the City Charter.

B. The Employer, citizens or state legislature acts to amend any provisions of the Charter of the City of Oberlin or Oberlin Codified Ordinances pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government.

C. The Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads.

D. The Employee resigns following a request to resign made by a representative of or representatives of the majority of the City Council.

E. Breach of contract declared by either party with a 30-day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

F. In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new City Council members, and during such time that Employee is willing and able to perform his duties

under this Agreement, then, in that event, Employer agrees to pay Severance in accordance with Section 10, plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

If the Employee is terminated, the Employer shall provide a minimum severance payment equal to three months salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

The Employee shall also be compensated for accrued earned sick leave to a maximum of 975 hours, vacation time, and all paid holidays. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

For a period of one year following the date of termination, or until such time as equivalent benefits are available through a new employer, whichever comes first, the Employer shall pay the costs to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4A;
2. Life insurance as provided in Section 4D;
3. Long-term disability as provided in Section 4B;
4. Car allowance;
5. Out placement services, should the employee desire them, in an amount not to exceed \$10,000; and
6. Any other standard benefits available to non-collective bargaining unit employees of the City.

If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

Section 11: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide the Employer with not less than 30 days advance written notice of his resignation, unless the parties agree otherwise.

Section 12: Performance Evaluation

Employer shall annually review the performance of the Employee. The evaluation process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

Section 13: Hours of Work

It is expected that the Employee will typically work during normal City Hall office hours. However, it is recognized that the Employee must devote a great deal of time outside those normal office hours on business for the Employer. Accordingly, and to that end, Employee may establish his own work schedule, subject to reasonable direction by Employer. Employee is not eligible for overtime or paid compensatory hours.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities as long as such arrangements do not interfere with or cause a conflict of interest with Employee's responsibilities pursuant to this Agreement.

Section 15: Moving and Relocation Expenses

Employee agrees to establish residence within the corporate boundaries of the City of Oberlin, within six (6) months of his employment, and thereafter to maintain his residence within the corporate boundaries of the City during his employment with the City.

A. Employer shall pay directly for the expenses of moving Employee and his family and personal property from Mesa, Arizona, to Oberlin, Ohio. Said moving expenses shall include packing, moving, storage costs, unpacking, and insurance charges. Employee shall obtain at least two quotes and endeavor to take advantage of professional discounts to minimize this expense.

B. Employer shall reimburse Employee for actual lodging and meal expenses for the Employee and his family in route from Mesa, Arizona to Oberlin, Ohio. Mileage costs for driving one personal automobile shall be reimbursed at the current IRS allowable rate.

C. Employer shall reimburse Employee for a maximum of two round trip regular airfares for Employee and/or his spouse at any time during the first year of service to assist with house hunting and other facets of the transition and relocation process. The Employee and his spouse may utilize and distribute the four (4) total individual round trip tickets in any combination of individual members making the trips. In addition, Employer shall reimburse Employee for up to three (3) one-way trip regular airfares for the Employee's spouse and children to move to Oberlin, Ohio. The Employee shall be reimbursed for actual lodging and meal expenses incurred by Employee or his family members on any trips conducted prior to or during relocation, as detailed herein.

D. The Employer shall pay the Employee's tax liability, if any, on all Employer provided benefits for relocation and housing.

Section 16: Indemnification

Employer 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 and arising out of the course and scope of Employee's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Manager, unless the act or omission involved willful or wanton conduct. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties and occurring within the course and scope of his employment. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employer agrees to pay Employee's reasonable litigation expenses, including travel expense, throughout the pendency of any litigation to which the Employee is a party or witness. Such expense payments shall continue beyond Employee's service to the Employer as long as the litigation is pending.

Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance, and professional liability insurance.

Section 18: Other Terms and Conditions of Employment

The Employer, upon agreement with Employee, may provide for such other terms and conditions of employment as it may determine from time to time relating to the performance and duties of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter of the City of Oberlin, or applicable law.

Section 19: Notices

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

EMPLOYER:

City of Oberlin, Council President
85 S. Main Street
Oberlin, OH 44074

EMPLOYEE:

Eric Norenberg
205 Morgan Street
Oberlin, OH 44074

Alternatively, notice 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 the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on October 22, 2007.

D. Severability. The invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Adopted and approved by the Oberlin City Council on this ---- day of October, 2007.

Daniel Gardner, Council President

Date: _____, 2007

Eric Norenberg

Date: _____, 2007

Approved as to form:

Eric R. Severs, Law Director