

CITY OF GLENDALE

CITY CLERK EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into this 29th day of June, 2016 by and between the Mayor and Council of the City of Glendale, Arizona (“City”) and Julie K. Bower (“Clerk”).

1. Term: The City does hereby agree to employ Clerk as its City Clerk, effective as of July 5, 2016 and shall remain in full force and effect until terminated by either the City Council or Clerk as set forth in Section 7. During the Term of this Agreement, Clerk shall be in the exclusive employ of the City and shall not accept other employment or carry out any other business other than that of the position of City Clerk.
2. Performance Evaluation: The City Council shall meet with Clerk within the first two (2) months of Clerk’s employment to discuss and establish mutually agreed-upon goals. The City Council shall thereafter conduct a performance evaluation annually in May of each year or as soon after May as is practical. The Council may use an outside third-party consultant with an area of specialization in public management to assist the Council in performing the annual review. Performance will be evaluated based on achievement of the agreed-upon goals. During the performance evaluation, the Council and Clerk may consider supplementing and/or amending the goals. Changes to base compensation and to all other benefits for Clerk may also be addressed at the time of each annual performance evaluation.
3. Base Compensation: The Base Compensation paid to Clerk shall be the sum of \$121,000 for each year of the Term.
4. Benefits: In addition to the Base Compensation, Clerk shall receive all benefits received by all full-time City personnel including, but not limited to, health, life, dental and vision insurance, sick, vacation leave maximum accruals and holiday benefits as set forth in the City’s Human Resources Policies and Procedures, subject to the specific provisions of this Agreement. Clerk shall receive a credit of 40 hours of vacation leave upon being appointed.
5. Deferred Compensation: The City shall participate in contributions to the Clerk’s enrollment in a Deferred Compensation Plan of Clerk’s choice at the rate of \$2,500 annually, paid in equal installments during each pay period.
6. Moving Allowance: The City shall pay Clerk a gross lump sum of \$5,000 within 30 days of establishment of residency to defer the cost of relocation.

7. Termination of the Agreement: Either party to this Agreement may terminate this Agreement pursuant to the following terms:

- a. Should the Clerk desire to terminate this Agreement, Clerk shall provide written notice of intent to terminate at least sixty (60) days prior to the actual date of termination. Council may, by the affirmative vote of four members of the Council, at a regular or special Council meeting, agree to allow the Clerk to terminate the Agreement on less than a sixty (60) day written notice or to relieve the Clerk of further duties at any time during the sixty (60) day period provided, however, that full compensation be paid to the Clerk up to and including the date of termination. The additional compensation set forth in Section 7(b) shall not be paid if Clerk terminates this Agreement pursuant to this Section 7(a).
- b. The City Council may, by an affirmative vote of four members of the Council at any regular or special meeting, terminate this Agreement at any time, and shall establish at that meeting a date of termination. In addition to Clerk's Base Compensation, benefits and sick and vacation leave accruals due to Clerk will be paid, subject to Human Resources Policies and Procedures, up to and including the date of termination, plus severance as detailed in 7(c).
- c. If terminated under 7(b) Clerk shall be entitled to payment of ninety (90) days base pay; contingent upon Clerk providing the City with a standard release agreement which releases all claims Clerk could bring against the City for termination of her employment. In the event that Clerk is terminated following, or as a result of, conviction of a felony or misdemeanor involving moral turpitude, no severance will be paid.

8. General Provisions:

- a. Nothing herein shall prohibit the parties from amending the terms and conditions of this Agreement as long as the amendment is made in writing and is executed by both the City and Clerk.
- b. If any provision of this Agreement is held to be unconstitutional, invalid or unenforceable, the remaining portion will remain unaffected and City and Clerk will enter into negotiations to correct the Agreement's defect in order for the intent of the Agreement to be carried out to the fullest extent possible.
- c. This Agreement will be interpreted in accordance with the laws of the State of Arizona.
- d. City and Clerk have each had the opportunity to consult legal counsel for advice regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.
- e. In the event suit is brought (or arbitration instituted) or an attorney is retained by

any party to this Agreement to enforce or interpret the terms of this Agreement, the prevailing part shall be entitled to recover from the non-prevailing party, in addition to any other remedy, reimbursement for reasonable attorney's fees, courts costs, and litigation expenses incurred in connection therewith.

The parties enter into this Agreement effective as of the date shown above.

CLERK:

CITY:

Julie K. Bower
City Clerk

Jerry P. Weiers
Mayor

ATTEST:

Darcie McCracken, (Seal)
Deputy City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney