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JAN 23 2014

EMPLOYMENT AGREEMENT

This document shall constitute the Employment Agreement by and between the City of Chandler, State of Arizona, a municipal corporation, hereinafter called "City", and Kay Bigelow, hereinafter called "Employee", who both understand as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Attorney of the City of Chandler, Arizona and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment, (2) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (3) to set forth the terms for terminating Employee's services at such time as Employee may be unable fully to discharge Employee's duties or when City may desire to otherwise terminate Employee's employ; and

WHEREAS, Employee desires to accept employment as City Attorney of said City;

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

SECTION 1. Duties

City hereby agrees to employ said Kay Bigelow as City Attorney of said City to perform the functions and duties specified in the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. Employee agrees that while working as City Attorney, she will remain in the exclusive employ of the City.

SECTION 2. Nature of Employment

Employee shall serve at the pleasure of the City Council, which means that she or the City can terminate the employment relationship with or without cause at any time.

SECTION 3. Severance Pay

A. If the City exercises its right to terminate Employee without good cause, the City shall pay Employee a lump sum payment equivalent to four months of the base salary in effect at that time. If on the other hand the City terminates the

employment relationship for good cause, Employee will have no entitlement to severance pay. For purposes of this Agreement, "good cause" means intentional misconduct, including but not limited to the commission of a crime, insubordination or a violation of City policy. Employee's entitlement to severance pay is subject to the provisions of Section 3B below.

B. Employee's entitlement to severance pay will be contingent upon her entering into a standard separation agreement with a waiver and release of claims.

SECTION 4. Salary

City agrees to pay Employee for services rendered pursuant hereto at an annual base of $165,649.00, payable in installments at the same time as other employees of the City are paid.

SECTION 5. Hours of Work

A. Employee shall work not less than 40 hours per week except when a City holiday occurs or when on a leave approved by the Mayor.

B. In the event Employee is required to work more than 40 hours in a week, Employee shall not be compensated for the additional time.

SECTION 6. Dues and Subscriptions

City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to City's determination as to what is necessary.

SECTION 7. Professional Development

A. City hereby agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other national, regional, state and local governmental groups and committees thereof which Employee serves as a member, subject to City's determination as to what is necessary.

B. City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for professional development and for the good of the City, subject to City's determination as to what is necessary.

SECTION 8. Other Terms and Conditions of Employment

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

B. All provisions of the City Charter and Code, and Personnel Rules of this City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded Department Directors who are covered by the Personnel Rules. Payment of employee's sick hours shall be treated as set forth in paragraph D of this section.

D. Payment of sick leave upon leaving City service or death:

1. Upon leaving City service, employee shall be entitled to compensation for accumulated sick leave under the provisions governing payment of sick leave for regular employees upon retirement.

2. If employee dies prior to leaving City service, her beneficiaries shall be entitled to compensation pursuant to the City Personnel Rules.

E. Employee shall be covered by City's insurance for malpractice and errors and omissions.

F. Employee shall be entitled to annual deferred compensation in an amount equal to seven percent (7%) of Employee's base salary. This amount shall be paid in equal biweekly amounts.

G. City shall provide Employee a term life insurance plan in an amount equal to 1.5 times Employee's annual salary.

SECTION 9. General Provisions

A. The text herein constitutes the entire agreement between parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective January 24, 2014, and the terms set forth herein shall remain in place, subject to Section 2 of this Agreement, through June 30, 2015. Employee and City Council will engage in discussions during the period between June 1, 2015 and July 15, 2015 concerning possible changes to the terms and conditions for any employment after June 30, 2015.

D. If any provisions, or any portion thereof, contained in this agreement are held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

For the City of Chandler:

By:_____ _____
Mayor Jay Tibshraeny DATE

Employee:

Kay Bigelow _____
Kay Bigelow DATE

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