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Where Values Make The Difference

MEMORANDUM **Law Department - Council Memo**

DATE: October 21, 2014

TO: Mayor Tibshraeny & City Council Members

FROM: Kay Bigelow, City Attorney

SUBJECT: Employment Contract for City Clerk

Attached please find the contract for employment of Marla Paddock as City Clerk with an annual base salary of $121,938.00 during fiscal year 2014-2015.

EMPLOYMENT AGREEMENT

This document shall constitute the Employment Agreement by and between the City of Chandler, a municipal corporation of the State of Arizona, hereinafter called "City", as part of the first part, and MARLA PADDOCK, hereinafter called "Employee", as part of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Clerk 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 make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, (3) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means 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 Clerk 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 MARLA PADDOCK as City Clerk 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.

SECTION 2. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee subject only to the provisions set forth in Section 3, Paragraph A of this Agreement.

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

C. Employee agrees to remain in the exclusive employ of the City until June 30, 2015, and neither to accept, nor to become employed by any other employer until said date.

SECTION 3. Termination and Severance Pay

A. In the event the Employee is terminated by the City Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform the duties of City Clerk, then in that event City agrees to pay Employee a lump sum cash payment equal to two (2) months' aggregate salary; provided, however, that in the event Employee is terminated because of conviction of any illegal act, then in that event, City shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Employee voluntarily resigns employment with the City before expiration of the aforesaid term of employment, then Employee shall give the City two (2) months' notice in advance, or such advance notice as may be otherwise mutually agreed upon.

SECTION 4. Salary

A. City agrees to pay Employee for services rendered pursuant hereto at an annual base of $121,938.00 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 hours.

SECTION 6. Dues and Subscriptions

City agrees to budget and to pay the reasonable professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the City.

SECTION 7. Professional Development

A. City hereby agrees to budget and 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.

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, 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 hereinafter 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, 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 payment in an amount equal to seven and one-half percent (7.5%) of employee's annual base salary. This amount shall be paid in equal bi-weekly 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 July 1, 2014.

D. If any provisions, or any portion thereof, contained in the Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the 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:_____ Date:_____
Mayor Jay Tibshraeny

Employee:_____ Date:_____

Approved as to Form:

By: Kay Bazelon Date: 10-23-2014
City Attorney