CITY CLERK
ORIGINAL

C-10467
11/24/2015

CITY OF GLENDALE

CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into this 24 day of November, 2015 by and between the Mayor and Council of the City of Glendale, Arizona ("City") and Kevin Phelps ("Manager").

1. Term: The City does hereby agree to employ Manager as its City Manager, effective as of February 1, 2016 and shall remain in full force and effect until terminated by either the City Council or Manager as set forth in Section 9. During the Term of this Agreement, Manager 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 Manager.

2. Performance Evaluation: The City Council shall meet with Manager within the first two (2) months of Manager'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 Manager may consider supplementing and/or amending the goals. Changes to base compensation and to all other benefits for Manager may also be addressed at the time of each annual performance evaluation.

3. Base Compensation: The Base Compensation paid to Manager shall be the sum of $210,000 for each year of the Term.

4. Benefits: In addition to the Base Compensation, Manager 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. Manager shall receive a credit of five (5) days each of sick and vacation leave upon being appointed.

5. Personal Time: It is understood and agreed that the Manager will be required not only to work during normal office hours but also will spend considerable time outside of these hours including, but not limited to, attendance at Council meetings. It is agreed and understood that the Manager is allowed personal time off as compensation with said time to be determined at Manager's discretion.

6. Professional Development: The City agrees that in order to assist the City, and assist the Manager in personal and professional development, the City Council will annually set

aside $12,000 for Manager's dues, membership and attendance at seminars of professional organizations including the International City/County Managers Association.

7. Deferred Compensation: The City shall participate in contributions to the Manager's enrollment in a Deferred Compensation Plan of Manager's choice at the rate of $5,000 annually, paid in equal installments during each pay period.

8. Moving Allowance: City Manager shall reside in the City of Glendale. The City shall pay Manager a gross lump sum within 30 days of establishment of residency to defer the cost of relocation. City shall pay manager the lesser of three bids as verified by written documentation.

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

   a. Should the Manager desire to terminate this Agreement, Manager 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 Manager to terminate the Agreement on less than a sixty (60) day written notice or to relieve the Manager of further duties at any time during the sixty (60) day period provided, however, that full compensation be paid to the Manager up to and including the date of termination. The additional compensation set forth in Section 9(b) shall not be paid if Manager terminates this Agreement pursuant to this Section 9(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 Manager's Base Compensation, benefits and sick and vacation leave accruals due to Manager will be paid, subject to Human Resources Policies and Procedures, up to and including the date of termination, plus severance as detailed in 9(c).

   c. If terminated under 9(b) Manager shall be entitled to payment of 6 months base pay (the 6 months shall include the 2 months provided in the City Charter); contingent upon Manager providing the City with a standard release agreement which releases all claims Manager could bring against the City for termination of his employment. In the event that Manager is terminated following, or as a result of, conviction of a felony or misdemeanor involving moral turpitude, no severance will be paid.

10. 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 Manager.

b. If any provision of this Agreement is held to be unconstitutional, invalid or unenforceable, the remaining portion will remain unaffected and City and Manager 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 Manager 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.

MANAGER:

Kevin Phelps
City Manager

CITY:

Jerry Weiers
Mayor

ATTEST:

Pamela Hanna, (Seal)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney