

**CITY OF GLENDALE**

**CITY ATTORNEY EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into this 4<sup>th</sup> day of September, 2013 by and between the Mayor and Council of the City of Glendale, Arizona ("City") and Michael Bailey ("Attorney") (together "Parties").

1. **Term:** The City does hereby agree to employ Attorney as its City Attorney, effective as of September 4<sup>th</sup>, 2013 and this Agreement shall remain in full force and effect until terminated by either the City Council or Attorney as set forth in Section 9.
  - 1.1. During the Term of this Agreement, Attorney will perform all duties of the position of the City Attorney as set forth in the City's Charter and Glendale Municipal Code as is reasonable and necessary to provide legal advice and guidance to the City and to fulfill such other professional responsibilities as are reasonably required in the role of general counsel of the City.
  - 1.2. Attorney will be permitted to perform work for other than the City as long as such work does not conflict, interfere, or adversely affect Attorney's employment with the City and performance of duties of the position of City Attorney (e.g., teaching, writing or related activities). Attorney agrees to inform the Council of any such additional work.
2. **Performance Evaluation:** The City Council shall meet with Attorney within the first two (2) months of Attorney'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 of its choosing 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 Attorney may consider supplementing and/or amending the goals. Further, Attorney shall be eligible to receive up to a five (5%) percent bonus annually based on performance. Attorney's entitlement to such bonus shall be determined at the sole discretion of the Glendale City Council and any such bonus shall be a one-time payment and will not be added to Attorney's base pay. Changes to base compensation and to all other benefits for Attorney may also be addressed at the time of each annual performance evaluation.
3. **Base Compensation:** The Base Compensation paid to Attorney shall be the sum of \$170,000 for each year of the Term.
4. **Benefits:** In addition to the Base Compensation, Attorney shall receive all benefits received by all full-time City personnel including, but not limited to, health, life, dental and vision insurance, sick and vacation leave maximum accruals and holiday benefits as set forth in the City's Human Resources Policies and Procedures, subject to the specific

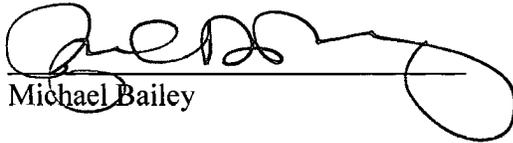
provisions of this Agreement. Attorney shall receive a one-time credit of five (5) days each of sick and vacation leave upon being appointed.

5. Personal Time: It is understood and agreed that Attorney 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 Attorney is allowed personal time off as compensation with said time to be determined at Attorney's discretion.
6. Professional Development: The City agrees that in order to assist the City, and assist Attorney in personal and professional development, the City Council will annually set aside an amount for Attorney's dues and membership in professional organizations including the International Municipal Lawyers Association. This amount shall include a sum sufficient to allow Attorney to participate in, and travel to, seminars that may be held outside of the metropolitan area and outside the State of Arizona.
7. Bar Association Dues: The City agrees that in order to assist the City, and assist Attorney in maintaining appropriate bar membership, the City Council will annually set aside an amount for Attorney's membership to both the Maricopa Bar Association and the Arizona State Bar Association. Attorney shall also be provided an appropriate annual amount to maintain membership to the California State Bar Association.
8. Deferred Compensation: The City shall participate in contributions to the Attorney's enrollment in a Deferred Compensation Plan of Attorney's choice at the rate of \$5,000 annually, paid in equal installments during each pay period.
9. Termination of the Agreement: Either party to this Agreement may terminate this Agreement pursuant to the following terms:
  - 9.1. Should Attorney desire to terminate this Agreement, Attorney shall provide written notice of intent to terminate at least ninety (90) 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 Attorney to terminate the Agreement on less than a ninety (90) day written notice or to relieve Attorney of further duties at any time during the ninety (90) day period provided, however, that full compensation be paid to Attorney up to and including the date of termination. The additional compensation set forth in Section 9.2 shall not be paid if Attorney terminates this Agreement pursuant to this Section 9.1
  - 9.2. 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 Attorney's Base Compensation, benefits and sick and vacation leave accruals due to Attorney will be paid, subject to Human Resources Policies and Procedures, up to and including the date of termination, plus severance as detailed in 9.3

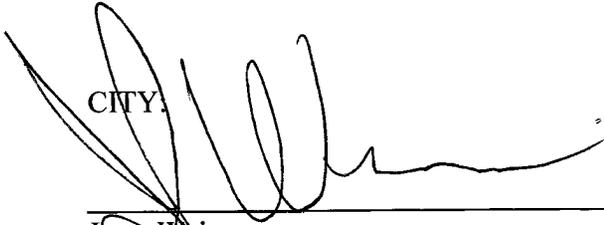
- 9.3. If this Agreement is terminated under 9.2 Attorney shall, during the first year of employment, be entitled to payment of 12 months base pay; during the second year of employment be entitled to payment of 9 months base pay; and during the third year and all subsequent years of employment be entitled to payment of 6 months base pay.
- 9.4. As good and valuable consideration for the payment of severances as set forth in Section 9.3, above, Attorney agrees to execute and deliver to City a release, releasing City, its Council, officers and employees of all claims that Attorney may have against City, its Council officers and employees that may arise out of the termination of this Agreement.
10. Professional Liability: Unless prohibited by law, City agrees to defend, hold harmless and indemnify Attorney from all demands, claims, suits, acts, errors, or other omissions in legal proceedings brought against Attorney in his individual capacity or in his official capacity, provided the incident arose while Attorney was acting within the scope of his employment.
11. General Provisions:
- 11.1. This Agreement constitutes the entire agreement between the Parties and both Parties acknowledge that there are no other agreements, oral or otherwise.
- 11.2. The Parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both Parties.
- 11.3. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remaining portion will remain unaffected and City and Attorney will enter into negotiations to correct the Agreement's defect in order to further the intent of the Agreement to be carried out to the fullest extent possible.
- 11.4. City and its Council will not unreasonably withhold appropriation authority to fund salary, benefits and any other provisions of this Agreement.
- 11.5. This Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

ATTORNEY:

  
Michael Bailey

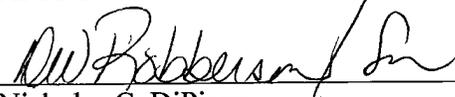
CITY:

  
Jerry Weiers  
Mayor

ATTEST:

  
Pamela Hanna, (Seal)  
City Clerk

APPROVED AS TO FORM:

  
Nicholas C. DiPiazza  
Acting City Attorney