

**CITY OF CHANDLER
ACTING CITY MANAGER EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered by and between the CITY OF CHANDLER (the "City"), an Arizona municipal corporation, by its Mayor, and JOHN M. POMBIER (the "Employee"), (the City and the Employee may individually be referred to as the "Party" and collectively referred to as the "Parties") on this 26th day of June, 2025 (Effective Date).

RECITALS

WHEREAS, the City desires to employ the services of Employee as Acting City Manager of the City of Chandler, Arizona; and

WHEREAS, the City Council desires to secure and retain the services of the Employee, to set forth the terms and conditions of employment, and to establish provisions for the termination of the Employee's services in the event the Employee is unable to fully discharge the duties of the position or in the event the City elects to otherwise terminate the Employee's employment; and

WHEREAS, Employee desires to accept employment as the Acting City Manager of the 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 the Employee as Acting City Manager of the City to perform the functions and duties of the City Manager specified in the City Charter and City Code on an interim basis, and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign. The Employee shall be guided by and uphold the principles of the ICMA Code of Ethics in the performance of such duties.

SECTION 2. Term and Exclusivity of Employment

A. This Agreement shall commence on July 13, 2025 (with work commencing on July 14, 2025). The term of the Agreement shall be continuous and shall automatically renew on a month-to-month basis unless and until terminated by either party in accordance with the provisions herein. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the City Council's formal appointment of a City Manager and the commencement of that individual's employment, defined as the first day the appointed City Manager assumes the duties of the office and begins performing services for the City, or a date mutually agreed upon by the parties.

B. Exclusive Employment. The Employee agrees to remain in the exclusive employ of the City until termination of this Agreement and shall not accept or engage in employment with any other employer during the term of this Agreement.

SECTION 3. Termination of Employment

A. The Employee serves at the pleasure of the City Council as provided in the Chandler City Charter and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the City to terminate the services of Employee with or without cause at any time. There is no express or implied promise made to Employee of any form of continued employment.

B. Termination. The City may terminate the Employee's employment at any time with cause and without advance notice or severance. The City may also terminate the Employee's employment without cause upon providing sixty (60) days' advance written notice or, at the City's discretion, payment of salary and applicable benefits for the time period in lieu of such notice.

C. Resignation. The Employee may voluntarily resign at any time by providing no less than sixty (60) days' advance written notice to the Mayor and Council, unless a different notice period is mutually agreed upon in writing.

SECTION 4. Salary

The City agrees to compensate the Employee for services rendered under this Agreement at a monthly base salary of \$30,000.00 (Thirty Thousand Dollars), payable in installments at the same intervals and in the same manner as compensation is paid to other City employees, less applicable deductions and withholdings required by law. If the Employee's service begins or ends on a day other than the first of last workday of a calendar month, or Employee is an unpaid status for any portion of the month, the Employee's monthly base salary shall be prorated. The proration shall be calculated by dividing the monthly base salary by the number of workdays in that month and multiplying the result by the number of workdays the Employee was in paid status.

SECTION 5. Hours of Work

A. The Employee is exempt under the Fair Labor Standards Act (FLSA) and shall work no fewer than 40 hours per week except when a City holiday occurs or when on a sick leave or other 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.

C. The Employee may adjust their office hours as deemed appropriate, provided Employee is present each workday and the management of the City is not adversely affected.

SECTION 6. Professional Dues and Subscriptions

The City shall budget for and pay the professional dues and subscription costs necessary for the Employee's continued membership and full participation in national, regional, state, and local professional associations and organizations that are deemed necessary or desirable for the Employee's ongoing professional development, growth, and advancement, and which serve the best interests of the City, subject to the City's determination of necessity.

SECTION 7. Professional Development

A. Professional and Travel Expenses. The City shall budget for and pay the reasonable travel and subsistence expenses incurred by the Employee for professional and official travel, meetings, conferences, and other events necessary to support the Employee's continued professional development and to enable the Employee to effectively participate in official duties, including service on national, regional, state, and local governmental boards, committees, or organizations, subject to the City's determination of necessity.

B. Education and Training Expenses. The City will budget for and pay 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 the City's determination of necessity.

C. Advance Notice. The Mayor and Council shall be given reasonable prior notice of the estimated time and anticipated expenditures under this Section.

SECTION 8. Other Terms and Conditions of Employment

A. Authority to Modify Employment Terms. 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. City Benefits and Working Conditions. All provisions of the City Charter, City Code, and the City's Personnel Rules and Regulations that relate to vacation and sick leave, retirement and pension system contributions, holidays, other fringe benefits (excluding medical, dental, and vision benefits), and working conditions, as currently in effect or as may be amended in the future, shall apply to the Employee as they apply to other City

employees. These provisions shall apply in addition to any benefits specifically provided to the Employee under the Agreement, unless otherwise stated herein.

C. Defense and Indemnification. The Employee shall be covered under the City Code provisions on defense and indemnification of City employees for acts within the scope of Employee's employment.

D. Deferred Compensation. The Employee shall be entitled to deferred compensation in an amount equal to seven percent (7%) of Employee's base salary. This amount shall be paid in equal biweekly amounts and deposited in Employee's City-designated deferred compensation account. If the amount paid to the Employee in deferred compensation exceeds the maximum contribution limit for 457(b) plans for the tax year, any amounts in excess of the annual limit shall be paid into an investment vehicle of the Employee's election.

E. Life Insurance. The City shall provide the Employee with a term life insurance plan in an amount equal to 1.5 times the Employee's annualized salary, payable to Employee's designated beneficiaries.

F. City-Provided Cell Phone. The City shall provide the Employee with a cell phone and necessary service plan for use in connection with City business. The cell phone shall remain the property of the City and must be returned upon termination of employment or upon request. The Employee is expected to use the cell phone primarily for official City business and comply with any applicable City policies regarding its use. The Employee acknowledges that all communications and data on the City-provided cell phone are subject to public records laws and may be subject to disclosure in accordance with such laws. While the City respects the Employee's privacy, the Employee should have no expectation of privacy regarding any information transmitted, received, or stored on the City-provided device.

G. Front-loaded Leave, Leave Accruals, and Payouts.

1. Accrual: The Employee will accrue vacation and sick leave in accordance with the City's Personnel Rules.

2. Vacation Leave. Upon commencement of this Agreement, the Employee shall receive a one-time grant of forty (40) hours of vacation leave, which shall be credited to the Employee's leave bank and made available for immediate use.

3. Sick leave Payout.

a. Upon separation from City service, the Employee shall be entitled to compensation for accrued sick leave in accordance with the

provisions applicable to the payment of accrued sick leave for regular employees upon retirement.

b. If the Employee dies while in City service, the Employee's designated beneficiaries shall be entitled to compensation for any accrued sick leave, in accordance with the City Personnel Rules.

H. Performance and Salary Review. The City and Employee agree that, after twelve (12) months from the commencement date of this Agreement, the parties shall conduct a review of the Employee's performance and compensation. The review shall be scheduled no later than thirty (30) days following the 12-month anniversary. This review may result in renegotiation of the Employee's salary based on performance, market conditions, and other relevant factors. Any adjustment to salary shall be documented in writing and signed by both parties.

SECTION 9. Tax Compliance

The Employee shall be responsible for compliance with all Internal Revenue Service and Arizona Department of Revenue tax requirements related to any salary or benefits received under this Agreement.

SECTION 10. General Provisions

A. Entire Agreement. This document constitutes the final and complete agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

B. Amendment. Any amendment or modification of this Agreement shall be effective only if made in writing and signed by both parties.

C. Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Employee's heirs, legal representatives, successors, and assigns, and the successors and assigns of the City.

D. Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

E. Severability. If any provisions, or any portion thereof, contained in this Agreement are 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.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

FOR THE CITY

FOR THE EMPLOYEE

By: _____
MAYOR

By: John M. Pombier
JOHN M. POMBIER

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk