

CITY OF GLENDALE

CITY CLERK EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into this 26th day of June 2018 by and between the Mayor and Council of the City of Glendale, Arizona (“City”) and Julie K. Bower (“Employee”) (together “Parties”).

1. **Term:** The term of this Agreement shall commence on July 1, 2018 and conclude on June 30, 2021, covering an initial period of 36 months. Unless by December 31, 2018, written notice is given by either party stating that the period of the Agreement shall conclude June 30, 2021, the period of this Agreement shall again become three (3) contract years running from July 1, 2019, through June 30, 2022. The Agreement thereafter becomes a full three (3) year commitment and the same notice provision shall apply every December 31 thereafter, permitting either party to stop the Agreement’s automatic extension rotation and set a termination date on the June 30th which is three (3) full contract years subsequent to the applicable December 31 notice date, provided that timely notice is given hereunder. If notice is provided stopping the automatic extension rotation, the rotation will not start anew unless and until both parties agree in writing to renew the automatic extension rotation.
 - 1.1. During the Term of this Agreement, Employee will perform all duties of the position of the City Clerk as set forth in the City’s Charter and Glendale Municipal Code as is reasonable and necessary to fulfill such professional responsibilities as are reasonably required in the role of city clerk of the City.
 - 1.2. During the term of this Agreement, Employee will neither apply for, seek out, interview or accept employment with any other outside organization without the express written consent of the City. In the event that the City exercises its right to not extend the term of the Agreement, Employee may apply for, seek out, interview or accept employment with any outside organization.¹
2. **Performance Evaluation:** The City Council may 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 Employee may consider supplementing and/or amending the goals. Changes to base compensation and to all other benefits for Employee may also be addressed at the time of each annual performance evaluation.
3. **Base Compensation:** The Base Compensation paid to Employee shall be the sum of \$141,000 for each year of the Term.

¹ Pursuant to Motion

- 3.1. Periodic Salary Adjustments. This Agreement shall be automatically amended to reflect any salary adjustments as they apply to non-represented employees in the City.
- 3.2. Merit Pay Increase. Upon evaluation of the Employee as set forth in Paragraph 2, the City may, in its sole discretion, increase the compensation paid to the Employee. Increased compensation may be in the form of a salary increase, a distribution, or other compensation and/or benefits.

4. Benefits: In addition to the Base Compensation, Employee shall receive all benefits received by all full-time City personnel including, but not limited to, retirement, 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.

4.4.1. Vacation Time Roll Over. All vacation time, which would normally accrue after having attained the accrual limit, shall be eligible to be rolled over into the Employee’s paycheck as normal hours worked or into a retirement account, at the Employee’s election.

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5. Personal Time: It is understood and agreed that Employee 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 Employee is allowed personal time off as compensation with said time to be determined at Employee’s discretion.

6. Professional Development: The City agrees that in order to assist the City, and assist Employee in personal and professional development, the City Council will annually set aside an amount for Employee’s dues and membership in professional organizations including the International Institute of Municipal Clerks. This amount shall include a sum sufficient to allow Employee to participate in, and travel to, seminars that may be held outside of the metropolitan area and outside the State of Arizona.

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8. Deferred Compensation: Employee shall be entitled to annual deferred compensation as follows:

- Year 1: seven percent (7%) of Employee’s base salary,
- Year 2: eight percent (8%) of Employee’s base salary,
- Year 3 and any subsequent years: nine percent (9%) of Employee’s base salary.

Employee shall make an election thirty (30) days prior to each fiscal year directing the City how the City employee will receive the benefit. Benefit will be 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. Employee Terminates. Should Employee desire to terminate this Agreement, Employee 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 Employee to terminate the Agreement on less than a sixty (60) day written notice or to relieve Employee of further duties at any time during the sixty (60) day period provided, however, that full compensation be paid to Employee up to and including the date of termination. The additional compensation set forth in Section 9.3 shall not be paid if Employee terminates this Agreement pursuant to this Section 9.1
- 9.2. City Notice to not renew. The City Council may, by an affirmative vote of four members of the Council at any regular or special meeting, ² decide to provide written notice to Employee ³~~providing notice~~ to not renew the Agreement, in accordance with Section 1, setting forth a termination date of ~~the Agreement~~ employment. In addition to Employee's base compensation, benefits and sick and vacation leave accruals due to Employee ~~will be paid~~, subject to Human Resources Policies and Procedures, ⁴will be paid up to and including the date of termination, plus severance as detailed in 9.3. ~~The Council may, by the affirmative vote of four members of the Council, at a regular or special Council meeting, at any time during the remainder of the term relieve Employee of further duties, however, that full compensation shall be paid to Employee up to and including the date of termination, including severance in Section 9.3.~~ ⁵No additional compensation shall be due Employee upon termination.
- 9.3. Severance. If this Agreement is terminated under 9.2 Employee shall be entitled to payment of ~~3-9~~ months base pay at the then-current rate of pay. This payment shall be paid in a lump sum unless otherwise agreed to by the City and Employee.
- 9.3.1. As good and valuable consideration for the payment of severances as set forth in Section 9.3, above, Employee agrees to execute and deliver to City a severance agreement, acceptable to both Parties, which shall include (a) full release of the City and its agents, and employees from all claims, including but not limited to, demands, damages, causes of action or liability arising out of Employee's employment or termination of employment with City, (b) agreement not to initiate or cause to be initiated any lawsuit, claim or grievance proceeding or investigation of any kind, under any contract, law or regulation pertaining to employment with the City, (c) acknowledgement that the City will provide no more than neutral references for Employee, but that Employee may be required to disclose any and all records relation to such termination pursuant to a valid records request for public records and (d) employee making himself reasonable

² Pursuant to Motion

³ Pursuant to Motion

⁴ Pursuant to Motion

⁵ Pursuant to Motion

available as needed by the City for consulting purposes for a period of time equal to the number of months of severance paid.

9.4. Termination for Cause. The City Council may, by an affirmative vote of four members of the Council at any regular or special meeting, provide written notice to Employee providing notice to terminate this Agreement for Cause. "For Cause" is defined as conviction of, or plea of guilty or nolo contendere to (a) a felony (other than traffic violations), (b) a crime involving moral turpitude, or (c) a criminal act which adversely affects the business or reputation of the City. If the City terminates Employee's employment For Cause, the employee be paid all earned benefits required to be paid to the Employee pursuant to this Agreement, and Law, However, Employee shall not be eligible for severance set for in Section 9.3.

10. Professional Liability: Unless prohibited by law, City agrees to defend, hold harmless and indemnify Employee from all demands, claims, suits, acts, errors, or other omissions in legal proceedings brought against Employee in his individual capacity or in his official capacity, provided the incident arose while Employee 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 Employee 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 shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the City.

11.5. City and its Council will not unreasonably withhold appropriation authority to fund salary, benefits and any other provisions of this Agreement.

11.6. 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.

EMPLOYEE:

CITY:

Julie K. Bower

Jerry Weiers
Mayor

ATTEST:

Julie K. Bower (Seal)
City Clerk

APPROVED AS TO FORM:
