MARANA TOWN COUNCIL
SPECIAL COUNCIL MEETING
NOTICE AND AGENDA
11555 W. Civic Center Drive, Marana, Arizona 85653
Council Chambers, October 20, 2020, at or after 5:00 PM

Ed Honea, Mayor
Jon Post, Vice Mayor
David Bowen, Council Member
Patti Comerford, Council Member
Herb Kai, Council Member
John Officer, Council Member
Roxanne Ziegler, Council Member

Pursuant to A.R.S. §38-431.02, notice is hereby given to the members of the Marana Town Council and to the general public that the Town Council will hold a meeting open to the public on October 20, 2020, at or after 5:00 PM located in the Council Chambers of the Marana Municipal Complex, 11555 W. Civic Center Drive, Marana, Arizona.

ACTION MAY BE TAKEN BY THE COUNCIL ON ANY ITEM LISTED ON THIS AGENDA. Revisions to the agenda can occur up to 24 hours prior to the meeting. Revised agenda items appear in *italics*.

As a courtesy to others, please turn off or put in silent mode all pagers and cell phones.

Meeting Times

Welcome to this Marana Town Council meeting. Regular Council meetings are usually held the first and third Tuesday of each month at 6:00 PM at the Marana Municipal Complex, although the date or time may change and additional meetings may be called at other times and/or places. Contact the Town Clerk or watch for posted agendas for other meetings. This agenda may be revised up to 24 hours prior to the meeting. In such a case a new agenda will be posted in place of this agenda.

Speaking at Meetings

If you are interested in speaking to the Council during the Call to the Public or Public Hearings, you must fill out a speaker card (located in the lobby outside the Council

Chambers) and deliver it to the Town Clerk prior to the convening of the meeting.

All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council rules, as well as the rules of politeness, propriety, decorum and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly will be removed from the meeting and will not be allowed to return.

Accessibility
To better serve the citizens of Marana and others attending our meetings, the Council Chambers are wheelchair and handicapped accessible. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Town Clerk at (520) 382-1999. Requests should be made as early as possible to arrange the accommodation.

Agendas
Copies of the agenda are available the day of the meeting in the lobby outside the Council Chambers or online at www.maranaaz.gov under Agendas and Minutes. For questions about the Council meetings, special services or procedures, please contact the Town Clerk, at 382-1999, Monday through Friday from 8:00 AM to 5:00 PM.

This Notice and Agenda Posted no later than Monday, October 19, 2020, 5:00 PM, at the Marana Municipal Complex, 11555 W. Civic Center Drive, the Marana Operations Center, 5100 W. Ina Road, and at www.maranaaz.gov under Agendas and Minutes.

SPECIAL COUNCIL MEETING

CALL TO ORDER AND ROLL CALL

APPROVAL OF AGENDA

ITEMS FOR DISCUSSION / POSSIBLE ACTION

D1 Relating to Administration: consideration and possible approval of one of the following actions related to the Town Manager's employment:

Option A:
Resolution No. 2020-119: Relating to Administration; approving and authorizing the Mayor to execute a separation agreement between the Town of Marana and Jamsheed Mehta
or
Option B:
Relating to Administration; terminating the employment of Town Manager Jamsheed Mehta for convenience subject to the terms and conditions of the Employment Agreement between the Town of Marana and Jamsheed Mehta

D2 Relating to Administration; appointing an interim Town Manager

EXECUTIVE SESSIONS

Pursuant to A.R.S. § 38-431.03, the Town Council may vote to go into executive session, which will not be open to the public, to discuss certain matters.

E1 Executive Session pursuant to A.R.S. §38-431.03 (A), Council may ask for discussion or consideration, or consultation with designated Town representatives, or consultation for legal advice with the Town Attorney, concerning any matter listed on this agenda for any of the reasons listed in A.R.S. §38-431.03 (A).

FUTURE AGENDA ITEMS

Notwithstanding the Mayor's discretion regarding the items to be placed on the agenda, if three or more Council members request that an item be placed on the agenda, it must be placed on the agenda for the second regular Town Council meeting after the date of the request, pursuant to Marana Town Code Section 2-4-2(B).

ADJOURNMENT

Council-Special Meeting **D1**

Meeting Date: 10/20/2020

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: October 20, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Administration: consideration and possible approval of one of the following actions related to the Town Manager's employment:

Option A:
Resolution No. 2020-119: Relating to Administration; approving and authorizing the Mayor to execute a separation agreement between the Town of Marana and Jamsheed Mehta
or
Option B:
Relating to Administration; terminating the employment of Town Manager Jamsheed Mehta for convenience subject to the terms and conditions of the Employment Agreement between the Town of Marana and Jamsheed Mehta

---

Discussion:

Option A:

Subject to the approval by the Council of the attached separation agreement, Town Manager Jamsheed Mehta will resign from employment with the Town effective October 20, 2020. To assist Mr. Mehta in this transition period, the proposed separation agreement provides Mr. Mehta with the following severance benefits, which are the same benefits that Mr. Mehta would be entitled to under his current employment agreement if the Council terminated his employment for convenience:

- Severance pay equal to six months' salary, less applicable state and federal withholding taxes as required by law
- Payment for all accrued unused vacation leave, less applicable state and federal withholding taxes as required by law
- A lump sum contribution to Mr. Mehta's qualified deferred compensation plan in

the amount of 5% of his annual base salary. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to the deferred compensation plan because the contribution would exceed the maximum contribution allowable by law for the calendar year for Mr. Mehta's deferred compensation plan, the Town will make the applicable payment directly to Mr. Mehta

In consideration for the above-described compensation, the separation agreement requires Mr. Mehta to release and waive any claims against the Town occurring on or before the effective date of the agreement.

Option B:

The employment agreement between the Town and Town Manager Jamsheed Mehta allows the Town Council to terminate the Town Manager's employment for convenience. A copy of the current employment agreement is attached. The agreement provides that if the Town Manager's employment is terminated for convenience, he is entitled to severance benefits, which are the same as the benefits listed above under Option A.

The Council may terminate the Town Manager's employment by motion and majority vote.

Financial Impact:

Fiscal Year:	21
Budgeted Y/N:	N
Amount:	$144,579.83

The cost of the severance package will be absorbed within the department's budget. Additional budget appropriation might be needed for this department by year-end. As such, Finance staff might present an item as part of the year-end closing and reconciliation process to allocate additional budget capacity to the Town Manager's department.

Staff Recommendation:

Council's pleasure.

Suggested Motion:

Option A:
I move to adopt Resolution No. 2020-119, approving the separation agreement between the Town and Jamsheed Mehta.

Option B:
I move to terminate the employment of Town Manager Jamsheed Mehta for convenience, effective immediately.

Attachments

Resolution 2020-119
Exhibit A: Separation Agreement
Town Manager's Employment Agreement

MARANA RESOLUTION NO. 2020-119

RELATING TO ADMINISTRATION; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SEPARATION AGREEMENT BETWEEN THE TOWN OF MARANA AND JAMSHEED MEHTA

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, that the Mayor is hereby authorized to execute, and the Town's staff is hereby directed and authorized to undertake all other and further tasks required to carry out the terms and obligations of, the separation agreement between the Town of Marana and Jamsheed Mehta, attached to and incorporated by this reference to this resolution as Exhibit A.

PASSED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF MARANA, ARIZONA, this 20th day of October, 2020.

Mayor Ed Honea

ATTEST:

Cherry L. Lawson, Town Clerk

APPROVED AS TO FORM:

Frank Cassidy, Town Attorney

SEPARATION AGREEMENT

This Separation Agreement (this "Agreement") effects an agreeable separation of the employment relationship between JAMSHEED MEHTA ("Employee") and the TOWN OF MARANA ("Employer"), as well as resolution of any claims, known and unknown, now existing between the parties. The terms of this Agreement are as follows:

Article 1. Separation.

Employee agrees to voluntarily separate from his employment with Employer effective October 20, 2020 (hereinafter referred to as the "Separation Date"), based on the terms of this Agreement.

Article 2. Consideration.

2.1. In consideration for each of the terms of this Agreement, Employer will pay Employee the following amounts:

2.1.1. Employer shall pay Employee severance pay equal to six months' salary, based on Employee's annual base salary as of the Separation Date, less applicable state and federal withholding taxes as required by law.

2.1.2. Employer shall pay Employee for Employee's accrued unused vacation leave, less applicable state and federal withholding taxes as required by law.

2.2. The amounts payable under paragraphs 2.1.1 and 2.1.2, above shall be paid in a lump sum and shall be made by direct deposit to Employee's bank account currently on record with Employer within five business days after the Separation Date.

2.3. Employer shall make a lump sum contribution to Employee's qualified deferred compensation plan in the amount of 5% of Employee's annual base salary.

2.3.1. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to Employee's deferred compensation plan, as set forth in paragraph 2.3 above, because the contribution would exceed the maximum contribution allowable by law for the calendar year for Employee's deferred compensation plan, the Town shall make a payment in the amount set forth in paragraph 2.3 above, or in the remaining portion of that amount not able to be contributed to the deferred compensation plan, directly to Employee by direct deposit to Employee's bank account currently on record with Employer.

2.4. Employer does not make any representations as to the taxability of the payments paid pursuant to paragraphs 2.1 or 2.3, above, and Employee agrees that he shall have sole responsibility and be liable for any federal or state taxes which may be required by virtue of his receipt of funds or benefits pursuant to this Agreement and agrees to indemnify and hold harmless Employer against any and all liabilities including but not limited to taxes due, penalties assessed for unpaid taxes or any costs or fees incurred by Employer should the taxability of any part of the payments or benefits be challenged by any taxing authority.

Article 3. Release and Indemnification

3.1. Employee agrees that he will not initiate or cause to be initiated against the Town of Marana or any of its current, past, or future agents, attorneys, insurers, council members, elected officials, employees, subsidiaries, affiliated entities, or any person or entity acting by, through, under or in concert with it, in both their personal and official capacities, (collectively referred to as "Released Parties") any lawsuit, compliance review, action, grievance proceeding or appeal, investigation or proceeding of any kind (collectively referred to as "claims"), or participate in same, individually or as a representative or a member of a class, under any contract (express or implied), law or regulation (federal state or local), including but not limited to claims pertaining to or in any way related to his employment or separation of his employment with Employer. Employee agrees that pursuant to this Agreement, he releases and forever discharges Employer and the other Released Parties from any and all claims, demands, damages, causes of action, and any liability whatsoever, including but not limited to claims on account of or in any manner arising out of Employee's employment or separation of employment with Employer. By way of example only, and without limiting this release, Employee releases Employer and the other Released Parties from any cause of action, right, claim or liability under Title VII of the 1964 Civil Rights Act, as amended, the Family and Medical Leave Act, the United States Constitution or Arizona Constitution, the Arizona Wage Statute, the Arizona Civil Rights Act, the Arizona Employment Protection Act, the Americans with Disabilities Act, and any other equal employment opportunity law or statute, any due process or other constitutional theory, any Arizona statute, any federal statute, any common law claim including wrongful discharge, implied or express contract, the covenant of good faith and fair dealing, or any other claim in tort or contract arising under any theory of the law.

3.2. Employee understands and acknowledges that the release set forth in paragraph 3.1, above forever bars him from suing or otherwise asserting a claim against Employer or the other Released Parties on the basis of any event occurring on or before the effective date of this Agreement, whether the facts are now known or unknown, and whether the legal theory upon which such claim might be based is now known or unknown.

3.3. Employee warrants that he does not have any claim, charge, or complaint, either formal or informal, pending against Employer or any of the other Released Parties with any court, tribunal, administrative agency, governmental agency, or other such body. Employee further waives any right to monetary recovery should any administrative or governmental agency pursue any claim on his behalf.

3.4. Employee agrees that this Agreement may be pleaded as a complete bar to any action or suit with respect to any claim under federal, state or other law including, but not limited to, any claim relating to his employment or separation of employment from Employer.

3.5. The releases contained in this Article do not waive any claim arising out of any breach or alleged breach of this Agreement, or any claim that may arise after the date this Agreement is executed.

3.6. Employee agrees to indemnify and hold harmless Employer and the other Released Parties from and against any and all loss, costs, damages or expenses, including without limitation, attorneys' fees, arising out of a breach of this Agreement or the fact that any representation made herein was false when made.

3.7. The releases contained in this Article do not waive Employee's right to be indemnified against any liability or loss arising out of, or occasioned by, Employee's service as a Town employee, as described in Chapter 2-10 of the Marana Town Code.

Article 4. Notice of Time for Reflection.

Employee acknowledges that this Agreement constitutes written notice from Employer that he should consult with an attorney before signing this Agreement, and he acknowledges that he has fully discussed all aspects of this Agreement with his attorney to the extent he desires to do so. Employee agrees that he has carefully read and fully understands all of the provisions of this Agreement and that he is voluntarily entering into this Agreement. Employee agrees that, as part of this Agreement, he has been provided with consideration in addition to anything of value to which Employee is already entitled. Employee has also been provided with a reasonable opportunity to review and consider this Agreement.

Article 5. Miscellaneous Terms and Conditions.

5.1. Denial of Liability. No provision of this Agreement shall be construed as an admission by Employee or Employer of improper conduct, omissions, or liability.

5.2. Waiver. Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such rights, remedy, power, or privilege with respect to any other occurrence.

5.3. Return of Property. Employee shall return all property of Employer in his possession, including, but not limited to, any keys for Employer's facilities or vehicles as of the Separation Date, or at another date mutually agreed upon by Employee and Employer.

5.4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

5.5. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Agreement shall be deemed reformed accordingly. Notwithstanding the foregoing, if the release set forth in paragraph 3.1, above is held invalid, Employer shall have the right to seek rescission of this Agreement.

5.6. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

5.7. Interpretation. This Agreement has been negotiated by Employer and Employee, and neither party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any party.

5.8. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures.

EMPLOYER:

THE TOWN OF MARANA,
an Arizona municipal corporation

By:_____
Ed Honea, Mayor

Date:_____

EMPLOYEE:

JAMSHEED MEHTA

By:_____
Jamsheed Mehta

Date: Oct 16, 2020

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

TOWN MANAGER'S EMPLOYMENT AGREEMENT BETWEEN THE TOWN OF MARANA AND JAMSHEED MEHTA

This Employment Agreement (this "Agreement") is entered into by and between the TOWN OF MARANA, an Arizona municipal corporation (the "Town") and JAMSHEED MEHTA (the "Town Manager"). The Town and the Town Manager are collectively referred to in this Agreement as the "Parties," and each is sometimes individually referred to as a "Party."

RECITALS

A. The Town Council is authorized to appoint a town manager pursuant to A.R.S. § 9-239 and Marana Town Code sections 3-1-2 (A) and 3-2-1.

B. The Town Manager's education, training, and experience qualify him to provide the professional services sought by the Town.

C. By motion adopted on October 30, 2017, the Town Council appointed the Town Manager to the position of interim town manager effective November 18, 2017.

D. On February 6, 2018, the Town Council adopted Resolution No. 2018-013, appointing the Town Manager to the position of town manager, and entering into an employment agreement with the Town Manager for an initial term of one year, from February 6, 2018 through February 5, 2019.

E. The Parties now desire to enter into a new employment agreement to set the terms and conditions of the Town Manager's employment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made in this Agreement, the Parties agree as follows:

Article 1. Term

1.1. Initial Term. This Agreement shall be effective on February 6, 2019, and shall continue in full force and effect until February 5, 2021, unless it is sooner terminated by either Party pursuant to Article 4 below.

1.2. Continuation of Term. If this Agreement expires at the end of the initial term set forth in paragraph 1.1 above, but the Town Council takes no action to terminate the Town Manager's employment, this Agreement shall continue in full force and effect under the same terms and conditions set forth herein, unless and until the Town Council (i) terminates the Town Manager's employment or (ii) replaces or amends this Agreement.

1.3. Severance Provision Term. The provisions of paragraph 4.1 below relating to the payment of severance shall remain in full force and effect throughout the term of this Agreement to the extent permitted by Arizona law.

Article 2. Duties and Performance

2.1. Standards of Performance. The Town Manager shall render professional town management services to the Town. The Town Manager shall be under the administrative supervision and control of the Town Council, subject to his compliance at all times with federal, state and local law, and the International City/County Management Association Code of Ethics.

2.2. Full-Time Work. The Town Manager shall devote his full working professional time and attention to the management of the Town of Marana. During his employment by the Town, the Town Manager shall not, without written consent of the Town, directly or indirectly render services of a professional nature to or for any person or firm for compensation, or engage in any practice or professional endeavor that compromises the interests of the Town. However, the expenditure of reasonable time and resources for civic, community, non-municipal political or professional activities shall not be deemed a breach of this provision.

2.3. Annual Goals and Objectives. Annually, as part of the budget process, the Town Council and the Town Manager shall define such goals and performance objectives that they determine necessary for the proper operation of the Town and in the attainment of the Town Council's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives shall be reduced to writing. The goals shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations.

Article 3. Compensation and Benefits

3.1. Salary. The Town shall pay the Town Manager an annual salary of $200,000.00, beginning on the effective date of this Agreement.

3.2. Deferred Compensation. The Town shall execute all necessary documentation allowing the Town Manager to enroll in a qualified deferred compensation plan and the Town shall contribute an amount equal to 5% of the Town Manager's annual salary.

3.3. Expenses. The Town shall reimburse the Town Manager for all reasonable travel and business expenses incurred by the Town Manager in the performance of his duties, in accordance with the general policies of the Town. Reasonable business expenses shall include, but are not limited to, costs incurred to meet and dine with individuals and groups involved in or sought out to be involved in Town development or economic development activities. The Town shall pay for the Town Manager's attendance at a reasonable number of professional or municipal conferences, specifically including reimbursement for professional association dues and one annual International City/County Management Association (ICMA) conference and appropriate State professional conferences. The Manager is encouraged to participate in civic activities. The Town shall sponsor and pay for membership dues and fees for the Manager's involvement in local service organizations.

3.4. Indemnification. The Town shall indemnify, defend, and hold the Town Manager harmless from all liability for damages, court costs, litigation expenses, and attorney fees which arise out of acts or omissions of the Town Manager committed within the course and scope of the Town Manager's employment. The Town Manager shall have the rights set forth under Town Code Section 2-10-2 as it currently exists, and any amendment that limits or reduces the protection of the Town Manager during the duration of this Agreement shall not apply.

3.5. Liability Coverage. The Town shall maintain comprehensive liability coverage effectively covering the Town Manager against any and all claims associated with the reasonable performance of the Town Manager's responsibilities within the scope of his employment.

3.6. Fidelity Bond. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager.

3.7. Holidays. The Town Manager shall be entitled to the same paid holidays to which other employees of the Town are entitled, as provided in the Personnel Policies and Procedures.

3.8. Managed Time Off (MTO) Leave. The Town Manager shall be entitled to the same managed time off (MTO) leave allocations as are afforded to department directors of the Town, including an additional 40 hours of MTO leave per calendar year, as provided in the Town's Personnel Policies and Procedures.

3.9. Vacation Leave. The Town Manager shall accrue vacation leave at the rate of 6.15 hours per pay period, and upon termination of employment shall receive pay for accrued but unused vacation leave in the same manner and amount as provided for all other Town employees under the Town's Personnel Policies and Procedures. The 240-hour cap on vacation leave established by the Town's Personnel Policies and Procedures shall not apply to the Town Manager, and is hereby replaced with a total vacation leave accrual cap of 350 hours.

3.9.1. At any time during the term of this Agreement, the Town Manager may request that the Town purchase, at the applicable salary rate set forth in paragraph 3.1 above, up to a cumulative total of 125 hours of the Town Manager's accrued vacation leave from the Town Manager.

3.10. Tuition Reimbursement. The Town shall provide the same tuition reimbursement to the Town Manager as is available generally to Town employees under Policy 6-2 of the Town's Personnel Policies and Procedures. The Mayor shall perform all functions normally undertaken by the department head, human resources director or town manager under Policy 6-2 for purposes of reviewing and approving tuition reimbursement requests by the Town Manager.

3.11. Use of Town Vehicle. The Town Manager's duties require that he shall at all times during his employment with the Town have use of an automobile provided to him by the Town for Town business. The Town Manager may transport guests of the Town Manager within or outside the Town's corporate limits. The Town Manager is permitted to make incidental personal use of the Town Vehicle, including by way of example stopping for personal business on the way to or from official Town business.

3.12. Health and Other Insurance; Retirement Plan; Other Benefits. Except as otherwise amended or expanded by this Agreement, the Town Manager shall receive all insurance, retirement, and other benefits afforded to all other Town employees.

3.13. Work Hours. The Town recognizes that the Town Manager must devote a great deal of time outside normal office hours to the business of the Town. The Town Manager may adjust his office hours as he shall deem appropriate so long as he is reasonably available and the management of the Town is not harmed.

Article 4. Termination.

4.1. Termination by the Town for Convenience. If the Town Manager is terminated by the Town for any reason other than "for cause" (see paragraph 4.2 below), including termination upon

expiration of the initial term set forth in paragraph 1.1 above, the Town shall pay the Town Manager a lump sum severance payment equal to six months' salary and the following benefits:

4.1.1. A lump sum payment for the Town Manager's accrued unused vacation leave (see paragraph 3.9 above), and

4.1.2. A lump sum contribution to the Town Manager's deferred compensation plan (see paragraph 3.2 above) in the amount of 5% of the Town Manager's then-existing annual salary.

4.1.2.1. If the Town is unable to make the lump sum contribution, or any portion of the lump sum contribution, to the Town Manager's deferred compensation plan (see subparagraph 4.1.2 above) because the contribution would exceed the maximum contribution allowable by law for the calendar year for the Town Manager's deferred compensation plan, the Town shall make a payment in the amount set forth in subparagraph 4.1.2 above, or in the remaining portion of that amount not able to be contributed to the deferred compensation plan, directly to the Town Manager.

4.2. Termination by the Town for Cause. If the Town terminates the Town Manager's employment "for cause," then this Agreement shall terminate. All salary payable to the Town Manager under this Agreement shall immediately cease, except that all earned but unpaid salary and benefits, and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town Manager shall not be eligible for any severance payment or benefits payable under paragraph 4.1 above. "For cause" is defined for purposes of this Agreement as (i) the commission of a criminal offense; (ii) the commission of an immoral act or other behavior, whether on or off duty, which brings the Town into disrepute, embarrasses the Town publicly, or raises questions about the Town Manager's fitness to serve in his role as Town Manager; (iii) non-performance of a required duty; or (iv) any similarly serious reason for termination.

4.3. Termination by the Town Manager. The Town Manager may terminate this Agreement at any time, for any reason or for no reason, by delivering to the Mayor and Council a written notice no later than 30 days in advance of his requested termination date. If the Town Manager terminates this Agreement, the following terms shall apply:

4.3.1. All salary payable to the Town Manager under this Agreement shall cease when the Town Manager's employment ends. All earned and unpaid salary and benefits and any other earned benefits required to be paid pursuant to this Agreement and the Town's Personnel Policies and Procedures shall be paid to the Town Manager. The Town may, in its sole discretion, elect to accelerate the Town Manager's departure date from the Town upon receipt of the Town Manager's notice. In that event, the Town Manager shall be paid through the accelerated termination date chosen by the Town.

4.3.2. In the Town's sole discretion, the Town may request that the Town Manager make himself reasonably available, as needed by the Town, for consulting purposes for a period of three months after termination. In that event, the Town and the Town Manager shall enter into a separate agreement for the purpose of compensating the Town Manager on an hourly basis for his services, at a rate equivalent to his compensation and benefits earned with the Town pursuant to this Agreement.

Article 5. General Terms and Conditions.

5.1. Recitals. The recitals set forth at the beginning of this Agreement are hereby acknowledged, confirmed to be accurate and incorporated here by reference.

5.2. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representation and understanding of the Parties, oral or written, are hereby superseded and merged in this Agreement.

5.3. Severability. If any provision of this Agreement is declared illegal, invalid or unenforceable, in whole or in part, under present or future laws, it shall be severed from the remainder of this Agreement, which shall otherwise remain in full force and effect. In lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to the illegal, invalid, or unenforceable provisions as may be possible and still be legal, valid, and enforceable, and this Agreement shall be deemed reformed accordingly.

5.4. Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona.

5.5. Interpretation. This Agreement has been negotiated by the Town and the Town Manager, and neither Party shall be deemed to have drafted this Agreement for purposes of construing any portion of this Agreement for or against any Party.

5.6. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts in certain instances involving conflicts of interest.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their respective signatures.

TOWN:

THE TOWN OF MARANA,
an Arizona municipal corporation

By: _____
Ed Honea, Mayor

Date: 1/16/19

TOWN MANAGER:

By: _____
Jamsheed Mehta

Date: Jan 16 . 2019

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

Council-Special Meeting **D2**

Meeting Date: 10/20/2020

To: Mayor and Council

From: Jane Fairall, Deputy Town Attorney

Date: October 20, 2020

Strategic Plan Focus Area:
Not Applicable

Subject: Relating to Administration; appointing an interim Town Manager

---

Discussion:
If the employment of Town Manager Jamsheed Mehta is ended on October 20, 2020, pursuant to the previous agenda item, the Mayor and Council will select an interim Town Manager to serve until a permanent replacement is selected.

Staff Recommendation:
Council's pleasure.

Suggested Motion:
I move to appoint _____ as interim Town Manager effective immediately, with a salary of $_____ during the interim appointment.

Attachments

No file(s) attached.
