

<p><b>CITY OF WILLCOX</b></p> <p><b>CONTRACT: CITY ATTORNEY</b></p> <p><b>APPOINTEE: ANN P. ROBERTS</b></p> <p><b>AMOUNT: \$60,000.00 per year</b></p> <p><b>CONTRACT PERIOD: 7/01/16 – 6/30/___</b></p>	<p>(STAMP HERE)</p>
--	---------------------

**EMPLOYMENT AGREEMENT**

This Agreement is valid as of this 1<sup>st</sup> day of July, 2016, by and between the **CITY OF WILLCOX**, an Arizona body politic, hereinafter referred to as “**CITY,**” and **ANN P. ROBERTS**, hereinafter referred to as “**ROBERTS**”.

**RECITALS:**

WHEREAS, **CITY** is empowered pursuant to the Willcox City Code, Chapter 1.07, Section 310 to appoint a person to serve as City Attorney and to compensate such appointee for the services.

WHEREAS, **CITY** requires certain legal services on a continuing basis and **ROBERTS** is willing and licensed by the State of Arizona to provide legal services to **CITY** in the position of City Attorney and **ROBERTS** accepts employment to serve as City Attorney.

WHEREAS, **CITY** and **ROBERTS** desire to set forth the conditions of employment, compensation, term, and benefits in this Agreement.

**NOW, THEREFORE, the parties hereto agree as follows:**

**ARTICLE I — TERM AND EXTENSION/RENEWAL/CHANGES**

This Contract, as approved by the Mayor and City Council of the City of Willcox, shall commence on July 1, 2016 and shall terminate on June 30, 20\_\_\_ in accordance with the appointment of **ROBERTS** to serve as City Attorney or unless sooner terminated or further extended pursuant to the provisions of this Agreement. The parties may renew this Agreement upon mutual consent or may terminate the Agreement without any expectation of required renewal.

**ROBERTS** understands that she is an employee at will and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the **CITY** to terminate the services of the **ROBERTS**, subject to the provisions set forth in this Agreement.

In the event the **ROBERTS** voluntarily resigns her position with the **CITY** at any time during the term of this Agreement, then **ROBERTS** shall provide the **CITY** with sixty (60) days written notice in advance, unless the parties otherwise agree.

Any modification, or extension of the Agreement and/or renewal, shall be with formal approval of Mayor and City Council and upon written amendment or extension executed by the parties hereto.

## **ARTICLE II — SCOPE OF WORK**

**ROBERTS** shall serve as City Attorney as provided by Chapter 1.07, Section 310 of the Willcox City Code, wherein, under the terms of this Agreement, the City Attorney will provide **CITY** with Municipal Legal Services to include, but not be limited to:

- Drafting all ordinances, resolutions and legal documents required;
- Reviewing, revising and approving as to form all contracts, memorandums of understandings, intergovernmental agreements, resolutions and ordinances as required by law and city policies;
- Drafting reviewing and approving as to form all revisions to the City Code and Personnel Policies;
- Prosecutorial responsibilities for all City Code Notice of Violations and citations issued by the Building Official/Code Enforcement Officer or Animal Control;
- Litigation support to assigned Arizona Municipal Risk Retention Pool (AMRRP) legal counsel retained to represent the City in litigation covered by Arizona Municipal Risk Retention Pool (AMRRP) policy;
- In-service training for city staff/elected officials/appointed officials and advisory committees on open meeting laws and other legal matters;
- Attendance and advise to Mayor and Council at council meetings and executive sessions;
- Preparation of agenda items as authorized by the City Code and state statutes;
- Preparation of legal opinions and auditor opinions;
- Any other regular legal assignments or required legal work that arises while acting in the official capacity as City Attorney.

**ROBERTS** shall be responsible for the designation of another attorney to cover her scope of work duties in her absence as City Attorney.

**ROBERTS** shall render services as the City Attorney in a professional manner and shall perform the functions and duties as directed by Mayor and Council and existing City Code and Ordinances or as they may be amended from time to time.

**ROBERTS** will serve the CITY diligently and faithfully according to her best ability in all respects and will use her utmost endeavors to promote the best interests of the CITY.

The annual salary rate as set forth hereinabove for **ROBERTS** shall not apply to any matter requiring a trial or appeal in the Superior Court of the State of Arizona or an appeal to a higher court and the hourly rate for all such matters shall be undertaken at an hourly rate of not less than FIFTY PERCENT (50%) of the then current hourly rate charged non-municipal clients of **ROBERTS**, presently Two Hundred Fifty Dollars (\$250.00) per hour. Any matters to be billed in accordance with this paragraph shall be preapproved by the Mayor and City Council prior to **ROBERTS** beginning any work on such matter and **ROBERTS** shall provide detailed documentation in support of the requested payment such documentation shall be submitted monthly to the Mayor and City Manager by the fifth (5<sup>th</sup>) day of each month. Billing for matters that are not preapproved in writing by the Mayor and City Council shall be denied.

### **ARTICLE III — COMPENSATION/PAYMENT/OTHER BENEFITS**

In consideration for the City Attorney Services specified in this Agreement, the **CITY** agrees to pay **ROBERTS**, as an employee of the **CITY**, at an annual rate of \$60,000.00 payable in installments pursuant to regular payroll schedules used by the **CITY**.

The annual salary set forth hereinabove for **ROBERTS** shall automatically be amended to reflect any cost of living salary adjustments granted annually to other employees.

**ROBERTS'** employment classification as an employee of **CITY** commenced July 1, 2013, and **ROBERTS** will be available to perform legal work on behalf of **CITY** for twenty (20) hours per week and as such, **ROBERTS** will be entitled to participate in the Arizona State Retirement System in the same manner as any other employee of the **CITY**.

Although **ROBERTS** will be entitled to participate in the Arizona State Retirement System in the same manner as any other employee of the **CITY**, **ROBERTS'** employment classification as an employee shall not entitle her to receive holiday pay, vacation and sick leave, and health insurance benefits.

### **ARTICLE IV — PERFORMANCE EVALUATION**

**ROBERTS'** performance shall be evaluated during the month of May of each year unless the parties mutually agree to some other time frame. After each evaluation, the parties shall schedule a meeting to review the evaluation and determine, if necessary, any adjustments in compensation, benefits, terms and/or conditions of the continued employment of **ROBERTS**.

### **ARTICLE V — INSURANCE AND INDEMNIFICATION**

**CITY** shall provide liability insurance coverage through the Arizona Municipal Risk Retention Pool (AMRRP) or another carrier to cover City Attorney in litigation arising out

of carrying out the contracted scope of work that is related to the performance of the services provided by **ROBERTS**.

The **CITY** shall defend, save harmless and indemnify **ROBERTS** against any tort, professional liability claim or other legal action, arising out of an alleged act or omission occurring in the course and scope of the performance of her duties as City Attorney on the same basis as other employees of the **CITY** and to the extent permitted by law and the City's insurance carrier coverage.

**ROBERTS** shall indemnify, defend, and hold harmless **CITY**, its officers, employees and agents from and against any and all malpractice suits, actions, legal administrative proceedings, claims and costs attended thereto, arising out of any willful act, omission, fault or gross negligence by **ROBERTS** in connection with performance of this Agreement.

#### **ARTICLE VI — “AT WILL” STATUS**

The status of **ROBERTS** shall be that of an “at will employee” pursuant to the terms and conditions enumerated in this Agreement.

#### **ARTICLE VII — ASSIGNMENT**

**ROBERTS** shall not assign her rights to this Agreement, in whole or in part.

#### **ARTICLE VIII — AUTHORITY TO CONTRACT**

**ROBERTS** warrants her right and power to enter into this Agreement. If any Court or Administrative Agency determines that **CITY** does not have authority to enter into this Agreement, **CITY** shall not be liable to **ROBERTS** or any third party by reason of such determination or by reason of Contract.

#### **ARTICLE IX— TERMINATION AND SEVERANCE PAY**

**ROBERTS** reserves the right to voluntarily terminate her employment in compliance with the notice requirement enumerated in Article I above. In the event of such action, **ROBERTS** shall not be entitled to severance payment.

In the event that **ROBERTS** is terminated by a majority of votes of the governing body at a duly authorized public meeting, **CITY** shall provide a severance payment equal to three (3) months' salary at the current rate of pay.

**ARTICLE X — NOTICE**

Any Notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

**CITY:**

Willcox City Clerk  
101 S. Railroad Ave., Suite B  
Willcox, Arizona 85643

**ROBERTS:**

Ann P. Roberts  
P.O. Box 2315  
Benson, Arizona 85602

**ARTICLE XI — REMEDIES**

Either party may pursue any remedies provided by law for breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract. This Agreement will be governed by the laws of the State of Arizona.

**ARTICLE XII — SEVERABILITY**

Each provision of this Agreement stands alone, and if any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of the provision and of the entire Agreement will be severable and remain in effect.

**ARTICLE XIII — ENTIRE AGREEMENT**

This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended or extended only by a written amendment approved by Mayor and Council and executed thereby.

**IN WITNESS THEREOF**, the parties have affixed their signatures to this Contract on this 23<sup>rd</sup> day of June, 2016.

**CITY OF WILLCOX:**

**ROBERTS:**

\_\_\_\_\_  
**ROBERT A. IRVIN, MAYOR**  
Authorized City Official

\_\_\_\_\_  
**ANN P. ROBERTS**

**ATTESTED:**

\_\_\_\_\_  
**VIRGINIA A. MEFFORD, City Clerk**

<p><b>CITY OF WILLCOX</b></p> <p><b>CONTRACT:</b> City Manager</p> <p><b>APPOINTEE:</b> Tedmond J. Soltis</p> <p><b>AMOUNT:</b> \$90,000.00 per year</p> <p><b>CONTRACT PERIOD:</b> July 1,2016 through June 30, _____</p>	<p>(STAMP HERE)</p>
--	---------------------

**CITY MANAGER EMPLOYMENT AGREEMENT  
TABLE OF CONTENTS**

<b>Introduction</b>	<b>P. 1</b>
<b>Section 1: Term</b>	<b>P. 1</b>
<b>Section 2: Duties and Authority</b>	<b>P. 1</b>
<b>Section 3: Compensation</b>	<b>P. 1</b>
<b>Section 4: Health, Disability and Insurance Benefits</b>	<b>P. 1</b>
<b>Section 5: Vacation and Sick Leave</b>	<b>P. 1</b>
<b>Section 6: Automobile</b>	<b>P. 2</b>
<b>Section 7: Retirement</b>	<b>P. 2</b>
<b>Section 8: General Business Expenses</b>	<b>P. 2</b>
<b>Section 9: Termination</b>	<b>P. 3</b>
<b>Section 10: Severance</b>	<b>P. 3</b>
<b>Section 11: Resignation Notice</b>	<b>P. 3</b>
<b>Section 12: Performance Evaluation</b>	<b>P. 4</b>
<b>Section 13: Hours of Work</b>	<b>P. 4</b>
<b>Section 14: Outside Activities</b>	<b>P. 4</b>
<b>Section 15: Indemnification</b>	<b>P. 4</b>
<b>Section 16: Other Terms and Conditions of Employment</b>	<b>P. 4</b>
<b>Section 17: Notices</b>	<b>P. 4</b>
<b>Section 18: General Provisions</b>	<b>P. 5</b>

# Employment Agreement

## Introduction

This Agreement made and entered into this 23<sup>rd</sup> day of June, 2016, by and between the City of Willcox, Arizona, an Arizona body politic, hereinafter referred to as "City", and Tedmond J. Soltis, hereinafter referred to as "Manager", acting in his individual capacity, both of whom agree as follows:

## Section 1: Term

The duration of Manager's employment as City Manager shall be \_\_\_\_\_ ( ) years from the date of formal City Council approval of this Agreement. Thereafter, upon reaffirmation of Manager's employment as City Manager by a majority of the then elected Council, said agreement shall be renewed upon the terms and conditions negotiated by and between the Mayor and City Council and Manager.

## Section 2: Duties and Authority

City agrees to employ Tedmond J. Soltis as City Manager to perform the functions and duties specified in the applicable Arizona Revised Statutes, including but not limited to Arizona Revised Statutes §9-303, the Code of the City of Willcox, and to perform other legally permissible and proper duties and functions as directed by the Mayor and City Council.

## Section 3: Compensation

A. Base Salary: City agrees to pay Manager an annual base salary of Ninety Thousand (\$90,000.00) Dollars, payable in installments at the same time that the other employees of the City are paid.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policies. The City agrees that consideration shall be given on an annual basis to increase the compensation of the Manager dependent upon the results of a formal performance evaluation conducted under the provisions of Section 11 of this Agreement.

C. At a minimum, City agrees to increase the compensation each year by the minimum increase or cost of living, if any, granted to other employees of the City.

## Section 4: Health, Disability and State Retirement Insurance Benefits

The City agrees to provide Manager and his dependents all of the benefits accruing to regular City employees, including but not limited to, participation in the Arizona State Retirement System, holiday pay, vacation, sick leave, short term and long term disability coverage, and health and life insurance, in the same manner as provided for all other employees of the City of Willcox.

## Section 5: Vacation and Sick Leave

A. The Manager shall accrue annual vacation leave at a rate of ten (13.33) hours per month, which amounts to 6.15 hours per pay period.

B. The Manager shall accrue sick leave in the same manner as provided for all other employees of the City of Willcox.

C. The Manager is entitled to accrue all unused leave, subject to personnel policy limits. In the event the Manager's employment is terminated, either voluntarily or involuntarily, the Manager shall be compensated for all accrued vacation time to date subject to personnel policy limits.

### **Section 6: Automobile and Telephone**

City shall provide Manager with an automobile, provided at the City's cost, with such vehicle to be used exclusively for City business by Manager. The City shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile. City shall provide Manager with a cellular telephone, provided at the City's cost.

### **Section 7: Retirement**

The City agrees to enroll the Manager into the applicable state retirement system and to make the appropriate City contributions.

### **Section 8: General Business Expenses**

A. City agrees to budget for and to pay for professional dues and subscriptions of the Manager necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Manager's continued professional participation, growth, and advancement, and for the good of the City.

B. City agrees to budget for and to pay for travel and subsistence expenses of Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of Manager and to pursue necessary official functions for City, including but not limited to the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Manager serves as a member.

C. City also agrees to budget for and to pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary for the Manager's professional development and for the good of the City with pre-approval by the City Council.

D. City recognizes that certain expenses of a non-personal but job related nature are incurred by Manager, and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The City acknowledges the value of having Manager participate and be directly involved in local civic clubs or organizations. Accordingly, City shall pay for the reasonable membership fees and/or dues to enable the Manager to become an active member in local civic clubs or organizations.



F. Manager shall be provided with an office with all necessary modern equipment to function as City Manager.

### **Section 9: Termination**

For the purpose of this agreement, termination shall occur when:

A. The majority of the governing body votes to terminate the Manager at a duly authorized public meeting pursuant to Arizona Revised Statutes §9-303(C) and the City Code.

B. If the City, citizens or legislature acts to amend any provisions of the code, pertaining to the role, powers, duties, authority, responsibilities of the Manager's position that substantially changes the form of government, the Manager shall have the right to declare that such amendments constitute termination.

C. If the City reduces the base salary, compensation or any other financial benefit of the Manager, unless applied in no greater percentage than the average reduction of all department heads; such action shall constitute a breach of this agreement and will be regarded as a termination.

D. If the Manager resigns following an offer of resignation made by the City as a result of a majority vote of the City Council to accept resignation, then the Manager may declare a termination as of the date of the suggestion.

E. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 16.

### **Section 10: Severance**

A. Severance shall be paid to the Manager when employment is terminated as defined in Section 8.

B. If the Manager is terminated, the Employer shall provide a maximum severance payment equal to six months (6) months' salary at the current rate of pay and Manager shall also be compensated for all accrued vacation time. This severance shall be paid in a lump sum unless otherwise agreed to by the City and the Manager.

C. For a maximum period of six months (6) months following termination, the City shall pay the cost to continue health insurance for the employee and all dependents.

D. In the event that the Manager is terminated for the conviction of a felony, City is not obligated to pay severance under the terms of this Agreement.

### **Section 11: Resignation Notice**

In the event that the Manager voluntarily resigns his position with the City, the Manager shall provide a minimum of thirty (30) day notice unless the parties agree otherwise and the Manager shall not be entitled to any severance payment as set forth in Section 9.

## **Section 12: Performance Evaluation**

City shall provide a written performance review of the Manager, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the City and Manager. The process, at a minimum, shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results.

## **Section 13: Hours of Work**

A. As a requirement of Manager's salaried position, Manager shall be required to attend City Council Meetings, Work Sessions and other functions requiring representation of behalf of the City of Willcox beyond the business day subject to approved absences by the Mayor.

B. City recognizes that the Manager must devote a great deal of time outside the normal office hours on business for the City, and to that end Manager shall be entitled to elect appropriate compensatory time off during normal working hours subject to the Mayor's approval.

## **Section 14: Outside Activities**

The employment provided for by this Agreement shall be the Manager's sole employment unless exception is made by the City Council upon application by the Manager, with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

## **Section 15: Indemnification**

Beyond that required under Federal, State or Local Law, City shall defend, save harmless and indemnify Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The City shall indemnify Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

## **Section 16: Other Terms and Conditions of Employment**

The City, only upon agreement with Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any other law.

## **Section 17: Notices**

Notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as

of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 18: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the City and the Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become effective on July 1, 2016.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Dated this 23<sup>rd</sup> day of June, 2016.

\_\_\_\_\_  
Tedmond J. Soltis

Formally approved by the Mayor and City Council this 23<sup>rd</sup> day of June, 2016.

\_\_\_\_\_  
Robert A. Irvin, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Virginia A. Mefford, City Clerk

\_\_\_\_\_  
Ann P. Roberts, City Attorney