

RESOLUTION 1627

A RESOLUTION APPROVING THE EMPLOYMENT AGREEMENT FOR THE CITY ADMINISTRATOR / CITY CLERK OF THE CITY OF WEST BRANCH, IOWA.

WHEREAS, the City of West Branch, Iowa has appointed Redmond Jones as the City Administrator/City Clerk effective May 24, 2017; and,

WHEREAS, the City Council wishes to approve the Employment Agreement with the City Administrator/City Clerk setting for the salary, benefits, term, and other requirements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of West Branch, Iowa hereby approves said the Employment Agreement and authorizes the Mayor to execute said agreement.

PASSED AND APPROVED, this 5th day of June, 2017.


Roger Laughlin, Mayor

Attest:


Leslie Brick, Deputy City Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this 5th day of June, 2017, by and between the City of West Branch, Iowa (the "City"), and Redmond Jones II ("Candidate").

BACKGROUND FACTS

- A. The City wishes to employ the services of Candidate as City Administrator for the City.
- B. The City and Candidate desire to provide for certain procedures, benefits and requirements regarding the employment of Candidate by the City.
- C. Candidate wishes to accept employment as City Administrator of the City under the terms and conditions of this Agreement.

TERMS OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, the City and Candidate agree as follows:

1. Duties. The City agrees to employ Candidate as the City Administrator of the City of West Branch to perform all duties as specified by law and ordinance and perform such other proper duties as assigned by the City Council of the City (the "Council").
2. Compensation. Candidate shall receive an annual salary of \$90,000. per year commencing on June 19th, 2017 and be paid according to the City's normal payroll calendar.
 - a. Council agrees to adjust Candidate's salary in such amounts and to such extent as the Council may determine that it is desirable to do so as an annual salary review to be done at the same time as the annual performance evaluation.
 - b. Salary increases are not guaranteed; however, Council shall not decrease salary without agreement from the Candidate, unless all other employees have their salaries decreased. In that event, the Council shall not decrease the Candidate's salary in an amount less than the same percentage rate as the rest of the City employees

Candidate will receive a performance evaluation during the month of December, 2017 and annually during the month of June thereafter. An adjustment in annual salary for Candidate shall be considered at the time of the annual performance evaluation, subject to Council approval and provided Candidate has an acceptable review. Additional future salary adjustments will be granted at the same time as for other management employees of the City and are subject to Council approval and completion of a satisfactory performance evaluation. Performance evaluations shall utilize a process, criteria and format that shall be mutually agreed upon by the parties. The process shall include without limitation, the opportunity for both parties to (i) prepare a written evaluation, (ii) meet and discuss in closed session; and (iii) present a written summary of the evaluation results for public meeting.

3. Termination. Candidate will serve at the will of the Council and may be terminated with or without cause at any time. Any of the following will constitute termination with cause and would result in no severance:

- a. Willful neglect of duty as defined by an individual's failure to perform properly according to the professional International City/County Management Association (ICMA) standards for city administration or ICMA Code of Ethics.
- b. Gross inefficiency or incompetence in office that is not corrected after a reasonable written notice. A corrective action plan must establish guidelines for corrective action and a timeline to accomplish this corrected action.
- c. Malfeasance in office as defined as a legal term for intentionally performing an act that is illegal.

Should the City terminate the employment of Candidate without cause, Candidate will receive six (6) month's severance pay and benefits. After five years of employment, the length of the severance package shall increase to nine (9) months. After ten (10) years of employment, the severance package shall increase to twelve (12) months.

If Candidate decides to terminate employment, Candidate will provide the City a minimum of thirty (30) days' notice of Candidate's intent to terminate.

4. Seperation. In the event that the candidate is terminated without cause, the City shall provide the Candidate with a letter of recommendation and a positive press release.
5. Thirty Day Period to Address Unsatisfactory Performance Review. In the event that the Candidate should ever receive an unsatisfactory performance evaluation, the City Council shall provide Candidate with a thirty (30) day period to resolve any issues or problems relating to his performance prior to taking any actions for termination. However, this requirement shall not apply if the Candidate has violated any of the tenets of the ICMA Code of Ethics.
6. Retirement Plan Contribution. City will contribute the amounts required by State Law towards the Candidate's Iowa Public Employees Retirement System (IPERS) account.
7. Insurance, Vacation, Holidays, and Sick Leave. Candidate will receive insurance, vacation, holiday and sick leave benefits as provided below:
 - a. Candidate will receive the same health, dental, and life insurance benefits as other non-union City employees, as set forth in the City's Employee Handbook.
 - b. Candidate will be provided with ten (10) working days of vacation annually at the start of employment.
 - c. Candidate will be granted the same number of holidays and vacation days as other non-union City employees, as set forth in the Employee Handbook.
 - d. Candidate will be provided with twenty (20) hours of sick leave time upon the start of employment and additional sick leave days per year, as set forth in the Employee Handbook.
8. Business Expenses. City will reimburse Candidate for all reasonable employment-related expenses including, but not limited to, meals, civic club memberships and subscriptions, as further set forth in the Employee Handbook.

9. Automobile Expenses. Candidate will be reimbursed for use of a personal vehicle while on City business, or while serving in his official capacity at a mileage rate that is set forth by the Internal Revenue Service (IRS).
10. Phone. The City will provide Candidate with a smart phone and contract. The smart phone will be compatible with the City's phone service. Home Office: the City agrees to provide and maintain for the Candidate during his term of this agreement a multi-function printer (i.e. fax/scanner/printer), a laptop computer, portable projector, and software as required. All property shall remain the property of West Branch. Upon termination or separation, the property shall return to the City of West Branch.
11. Dues and Subscriptions. The City shall budget and pay, up to the amount budgeted, the professional dues and subscriptions for Candidate that are deemed reasonable and necessary for Candidate's participation in national, regional, state and local associations necessary and desirable for the Candidate's continued professional participation, growth and advancement. This shall include dues and subscriptions of Candidate with the ICMA, Iowa City/County Management (IaCMA) and Iowa League of Cities.
12. Travel. The City shall budget and pay, up to the amount budgeted and pursuant to the requirements set forth in the Employee Handbook, necessary and reasonable registration, travel and subsistence expenses of Candidate for professional and official travel, meetings and occasions adequate to continue the professional development of Candidate to adequately pursue necessary official and other committees thereof that Candidate serves as a member. Candidate shall use good judgment in Candidate's outside activities so that Candidate will not neglect its primary duties to the City. Professional development events include the ICMA annual conference, Iowa City/County Management State Association Conferences, and Iowa League of Cities events.
13. Residency. Within 180 days after the date of this Agreement, Candidate agrees to establish and thereafter maintain during the term of this Agreement residency in the City of West Branch.
14. Moving and Relocation Expenses. Candidate will provide two (2) quotes for service to move Candidate's household goods from Candidate's current home to Candidate's new residence. The City will select the vendor after consultation with the candidate.

Should the Candidate terminate employment as City Administrator voluntarily on or before the date that is three years from the date of this Agreement, such relocation expenses shall be repaid to the City per the following schedule:

- Within the first year: 100%
- Within the second year: 66%
- Within the third year: 33%.

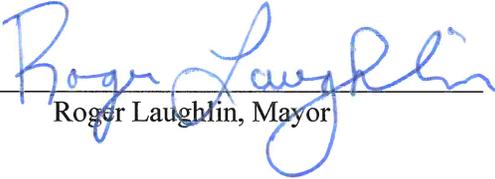
15. Outside Activities. The employment provided for by this Agreement shall be Candidate's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, Candidate may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or be a conflict of interest with Candidate's responsibilities under this Agreement. Any such activities shall be pre-approved by the Council.

16. Indemnification. In addition to that which is required under state and local law, the City shall defend, save harmless and indemnify Candidate against any tort, other than any intentional torts, 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 Candidate's duties as City Administrator. The City will compromise and settle any such claims or suit and pay the amount of any settlement of judgment thereon.
17. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Candidate under law or ordinance.
18. General Conditions of Employment. In addition to the benefits cited herein, the City shall provide Candidate with all benefits that apply to any other employees.
19. Binding Effect. This Agreement shall be binding on the City and Candidate and the successor's assigns, and heirs of each respectively.

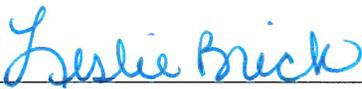
This Agreement is being executed by the parties as of the date stated at the beginning of this Agreement.

The City:

THE CITY OF WEST BRANCH, IOWA,
Iowa Municipal Corporation

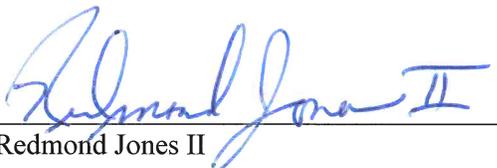
By: 
Roger Laughlin, Mayor

ATTEST:



Leslie Brick, Deputy City Clerk

Candidate:

By: 

Redmond Jones II