

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-168
Series of 2008

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A RESOLUTION APPOINTING WILLIAM SIMMONS AS CITY MANAGER, AND APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND WILLIAM SIMMONS, EFFECTIVE NOVEMBER 10, 2008.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. Williams Simmons is hereby appointed City Manager as set forth in the attached Employment Agreement between the City of Northglenn, Colorado and William Simmons. The Employment Agreement is hereby approved by the City Council of the City of Northglenn and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between the City Council of the City of Northglenn, State of Colorado, a municipal corporation, (the “City”) and William Simmons, (the “City Manager”), both of whom understand as follows:

RECITALS

- A. The City desires to employ the services of William Simmons as City Manager of the City of Northglenn, Colorado.
- B. The City Council desires to provide certain benefits, establish certain conditions of employment and set working conditions for the City Manager.
- C. The City Council desires to secure and retain the services of the City Manager.
- D. William Simmons desires to accept employment as the City Manager of the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Duties. The City agrees to employ William Simmons as City Manager of Northglenn, Colorado, beginning on November 10, 2008, to perform the functions and duties specified in the Charter and the ordinances of the City, as authorized by the City Council, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign. This shall be a full-time occupation.

2. Term.

- a. The term of this Agreement shall be indefinite and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, subject only to the provisions set forth in Section 4, paragraphs a. and b. of this Agreement.
- b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from his position with the City, subject only to the provisions set forth in Section 4, paragraph c. of this Agreement.
- c. The City Manager agrees to remain in the exclusive employ of the City and neither to accept nor to become employed by any other employer until separation of the City Manager, pursuant to Section 4 of this Agreement. The term “employed” shall not be construed to include occasional teaching, writing, or consulting performed on the City Manager’s time off, as approved by the City Council.

3. Salary. The initial base salary to be paid to William Simmons for his services as City Manager shall be One Hundred Twenty Thousand Dollars (\$120,000.00) annually, which shall be paid periodically in the same manner as other employees of the City are paid. Such salary may be increased by appropriate action of the City Council at any time.

In addition to such base salary, the City Manager shall receive such other benefits as follows:

- a. Health, dental, and other insurance to the extent provided under the City of Northglenn employee benefit package, except that the City shall pay one hundred percent (100%) of the medical and dental insurance coverage costs for the City Manager and his family.
- b. Life, supplemental life, accidental death, long-term disability, short-term disability and dismemberment insurance to the extent provided under the City of Northglenn employee benefit package.
- c. General Leave, adjusted annually, based on length of service, to the extent provided under the City of Northglenn employee benefits package, except that City Manager shall commence employment with eighty (80) hours of General Leave, which shall not be deemed to increase the total maximum accrual allowed by the City's accrual rate schedule. The City Manager's accrual on a bi-weekly basis shall cease during the first year of employment upon reaching the total maximum accrual allowed by the City's accrual rate schedule.
- d. Holiday, military leave, jury duty leave, witness leave and election leave to the extent provided under the City of Northglenn employee benefit package.
- e. The City will contribute the employer's share of the applicable Medicare tax rate and will contribute ten percent (10%) of the City Manager's salary to either the City of Northglenn General Employee Pension Plan or the International City Manager's Association ("ICMA") Plan, whichever is chosen by the City Manager (the "Plan"). The City Manager will contribute twelve percent (12%) of his paid salary to the Plan. The City Manager shall be deemed to be fully vested upon commencing employment with the City.
- f. The City shall reimburse the City Manager at the then standard rate established by the Internal Revenue Service for business miles driven in furtherance of City business.
- g. The City shall further provide a cellular phone to the City Manager.
- h. Such other and further reimbursements and benefits as may be provided to other City employees, from time to time.

4. Termination and Severance Pay.

- a. In the event the City Manager is terminated by the City Council during such time that the City Manager is willing and able to perform the duties of the City Manager then, in that event, the City agrees to pay the City Manager a lump sum cash payment equal to three (3) months base salary (“Severance Pay”) and the City shall continue the benefits provided to the City Manager pursuant to Paragraph 3.a. of this Agreement for up to six (6) months from the date of termination (the "Extended Benefits"). Said Extended Benefits shall continue for six months or until City Manager obtains said benefits from another employer, whichever first occurs. Notwithstanding anything to the contrary contained in this Paragraph 4.a., in the event the City Manager is terminated because of his conviction of any criminal act or omission, in that event, the City shall have no obligation to pay the Severance Pay or provide the Extended Benefits designated in this paragraph.
- b. In the event the City Manager voluntarily resigns his position with the City, the City Manager shall give the City one (1) month written notice in advance, or such lesser amount of advance notice as may be otherwise mutually agreed to by the parties. The City Manager shall not be entitled to nor shall he receive Severance Pay or Extended Benefits if he chooses to voluntarily resign.
- c. In addition to any and all forms of compensation mentioned above, at the time of termination or resignation, the City Manager is entitled to and shall receive payment for all accrued General Leave as set forth herein.

5. Hours of Work.

- a. It is recognized that the City Manager must devote a great deal of his time outside normal office hours to the business of the City. To that end, the City Manager will be allowed reasonable time-off during said normal office hours as exchange hours.
- b. The City Manager shall not engage in any teaching, consulting, or other non-City connected business without prior notification to the City Council.

6. Dues and Subscriptions. Subject to such amounts as may be budgeted, the City Council, at its sole discretion, agrees to pay the professional dues and subscriptions of the City Manager necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City.

7. Professional Development.

- a. Subject to such amounts as may be budgeted, the City Council, in its sole discretion, agrees to allocate the time and pay the travel and subsistence expenses of the City Manager, for professional and official travel, meetings, and occasions adequate to continue the professional development of the City Manager and to adequately pursue necessary official and other functions for the City including, but not limited to, the Annual Conference of the International City Management Association; the Annual Conference of the Colorado Municipal League; the Winter Conference of the Colorado City/County Management Association; and such other national, regional, state, and local government groups and committees thereof which the City Manager serves as a member and are related to his employment position with the City of Northglenn as approved by the City Council.
- b. The City also agrees to budget and pay for the travel and subsistence expenses of the City Manager for short courses, institutes, and seminars which in the sole opinion of the City Council are necessary for his professional development and for the good of the City.

8. Other Terms and Conditions of Employment.

- a. The City Council and City Manager shall mutually agree to any such other terms and conditions of employment as they may determine from time to time, relating to the performance of the City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Charter and ordinances of the City, or any other law.
- b. The City Council shall conduct a performance evaluation with the City Manager annually on the anniversary date of this Agreement. The evaluation shall be on the basis of mutually agreed performance indicators and standards that reflect the specific job duties of the position. The purpose of the evaluation shall be:
 - (1) To determine goals for the next twelve (12) months.
 - (2) To review the performance of the City Manager based on the previously agreed performance indicators.
 - (3) To use as one basis for determining the compensation of the City Manager for the succeeding year.

9. Indemnification. The City Manager shall be defended and indemnified in his actions undertaken in his official capacity pursuant to all insurance coverages maintained by the City and pursuant to the terms of the Colorado Governmental Immunity Act. The City Manager shall, however, not be indemnified for any act or omission that is willful and wanton as those terms are defined in the Colorado Governmental Immunity Act.

10. Disability. If the City Manager is unable to perform his duties for a period of twelve (12) consecutive weeks and/or cannot be reasonably accommodated, the City shall have the option to terminate this Agreement subject to the Severance Pay requirements of Section 4 of this Agreement. The City Manager shall also be compensated for any accrued but unused General Leave.

11. General Provisions.

- a. The text herein shall constitute the entire agreement between the parties.
- b. This Agreement shall be effective on November 10, 2008.
- c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**CITY COUNCIL OF THE CITY
OF NORTHGLENN**

By: _____
KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

WILLIAM SIMMONS