

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-28  
Series of 2016

\_\_\_\_\_  
Series of 2016

A RESOLUTION APPOINTING JAMES HAYES AS CITY MANAGER, AND APPROVING THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND JAMES HAYES, EFFECTIVE APRIL 18, 2016

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

Section 1. James Hayes is hereby appointed City Manager as set forth in the attached Employment Agreement between the City of Northglenn, Colorado and James Hayes. 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
JOYCE DOWNING  
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 14<sup>th</sup> day of March, 2016, by and between the City Council of the City of Northglenn, State of Colorado, a municipal corporation, (the “City”) and James Hayes, (the “City Manager”), both of whom understand as follows:

### RECITALS

A. The City desires to employ the services of James Hayes 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. James Hayes 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 James Hayes as City Manager of Northglenn, Colorado, beginning on April 18, 2016 (the “Effective Date”) 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 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 b. 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. The term “employed” shall not be construed to include personal investments and business interests.

3. Compensation. The initial base salary to be paid to James Hayes for his services as City Manager shall be One Hundred Fifty-Eight Thousand, Four Hundred Dollars (\$158,400.00) 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. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City’s compensation policies. Consideration shall be given on an annual basis to increase compensation.

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.
- 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. 232 hours of General Leave, annually, adjusted, based on length of service, to the extent provided under the City of Northglenn employee benefits package. Upon commencement of employment, the Employee will be credited with 10 days General Leave. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee’s employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued General Leave.
- 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. Commencing on the Effective Date until the City Manager completes, five (5) years of continuous employment, the City will contribute eight percent (8%) of the City Manager’s salary to the ICMA-RC 401(a) Pension Plan (the “Plan”). Commencing after the date on which the Employee completes five (5) years of continuous employment but before completing the tenth year of continuous employment, the City will contribute nine percent (9%) of the City Manager’s salary to the Plan. Commencing after the date on which the Employee completes ten (10) years of continuous employment, the City will contribute ten percent (10%) of the City Manager’s salary to the Plan. The City Manager will contribute twelve percent (12%) of his paid salary to the Plan. The City Manager shall be one hundred percent (100%) vested on the Effective Date.

Continuous employment, for the purposes of this Section, shall mean a period of employment for which a contribution is required to be made under the terms of this Plan. The amount of continuous employment shall be rounded to the nearest full calendar month. Separate periods of continuous service shall be aggregated to determine the amounts of service for the purpose of establishing the contribution rate.

- f. The City shall pay a stipend of Two Hundred Dollars (\$200.00) per month for a cellular phone, cellular phone plan, and other necessary technology equipment to assist the City Manager in performing his duties..
- g. The City Manager shall be entitled to a car allowance of three hundred and fifty dollars (\$350.00) per month. The City Manager is expected to use his personal vehicle for City business. The City Manager shall be responsible to pay for or provide all maintenance, expenses, and auto insurance providing liability coverage not only to himself but also to the City. The City Manager shall be responsible to pay for all gasoline costs for any travel, and such car allowance is intended to be an allowance for all travel by the City Manager in his personal vehicle.
- 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 six (6) months base salary (“Severance Pay”). Notwithstanding anything to the contrary contained in this Paragraph 4.a., in the event the City Manager is terminated because of his/her conviction of any criminal act or omission, in that event, the City shall have no obligation to pay the Severance Pay designated in this paragraph.
- b. In the event the City Manager voluntarily resigns his/her 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/she receive Severance Pay 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.
- d. For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the City Manager at a duly authorized public meeting;
2. If the City, citizens or legislature acts to amend any provisions of the charter pertaining to the role, powers, duties, authority, responsibilities of the City Manager's position that substantially changes the form of government, the City Manager shall have the right to declare that such amendments constitute termination;
3. If the City reduces the base salary, compensation or any other fringe benefit of the City Manager, unless it is 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 termination;
4. If the City Manager resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the City Manager resign, the City Manager may declare a termination as of the date of the suggestion; or
5. Breach of contract declared by either party with a 30 day cure period for either City Manager or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 13.

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 (8:00 – 5:00 Monday through Friday). 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. The City Council may withhold approval in the event the City Council reasonably determines such outside work conflicts with City business.
- c. The City Manager may engage in personal investments and business interests as long as those activities do not interfere with his duties for the City.

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, including the International City Management Association ("ICMA"), the American Planning Association, and the American Institute of Certified Planners.

7. Professional Development. 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 ICMA; the Annual Conference of the Colorado Municipal League; the Winter Conference of the Colorado City/County Management Association; the participation in the process of becoming a Credentialed Manager through the ICMA; 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.

8. 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.

9. 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 a date mutually determined by the City Council and the City Manager. 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.

10. 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.

11. 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.

13. Notices. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

To the City: Mayor  
11701 Community Center Drive  
Box 330061  
Northglenn, Colorado 80233

To the City Manager: James Hayes  
11878 E. Fair Avenue  
Greenwood Village, Colorado 80111

Alternatively, notice required pursuant to this Agreement may be hand delivered. Notice shall be deemed given as of the date of personal services or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

14. General Provisions.

- a. The text herein shall constitute the entire agreement between the parties.
- b. This Agreement shall be effective on April 18, 2016.
- 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: \_\_\_\_\_

JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN,  
City Attorney

  
\_\_\_\_\_  
JAMES HAYES