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07/16/2013

CITY OF GLENDALE

CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into this 16 day of July, 2013 by and between the Mayor and Council of the City of Glendale, Arizona ("City") and Brenda Fischer ("Manager").

1. Term: The City does hereby agree to employ Manager as its City Manager, effective as of July 22, 2013 and shall remain in full force and effect until terminated by either the City Council or Manager as set forth in Section 9. During the Term of this Agreement, Manager shall be in the exclusive employ of the City and shall not accept other employment or carry out any other business other than that of the position of City Manager.

2. Performance Evaluation: The City Council shall meet with Manager within the first two (2) months of Manager's employment to discuss and establish mutually agreed-upon goals. The City Council shall thereafter conduct a performance evaluation annually in May of each year or as soon after May as is practical. The Council may use an outside third-party consultant with an area of specialization in public management to assist the Council in performing the annual review. Performance will be evaluated based on achievement of the agreed-upon goals. During the performance evaluation, the Council and Manager may consider supplementing and/or amending the goals. Further, Manager shall be eligible to receive up to a five (5%) percent bonus annually based on performance. Any such bonus shall be a one-time payment and will not be added to Manager's base pay. Changes to base compensation and to all other benefits for Manager may also be addressed at the time of each annual performance evaluation.

3. Base Compensation: The Base Compensation paid to Manager shall be the sum of $199,000 for each year of the Term.

4. Benefits: In addition to the Base Compensation, Manager shall receive all benefits received by all full-time City personnel including, but not limited to, health, life, dental and vision insurance, sick, vacation leave maximum accruals and holiday benefits as set forth in the City's Human Resources Policies and Procedures, subject to the specific provisions of this Agreement. Manager shall receive a credit of five (5) days each of sick and vacation leave upon being appointed.

5. Personal Time: It is understood and agreed that the Manager will be required not only to work during normal office hours but also will spend considerable time outside of these hours including, but not limited to, attendance at Council meetings. It is agreed and understood that the Manager is allowed personal time off as compensation with said time to be determined at Manager's discretion.

6. Professional Development: The City agrees that in order to assist the City, and assist the Manager in personal and professional development, the City Council will annually set

aside an amount for Manager's dues and membership of professional organizations including the International City/County Managers Association. This amount shall include a sum sufficient to allow the Manager to participate in, and travel to, seminars that may be held outside of the metropolitan area and outside the State of Arizona.

7. Deferred Compensation: The City shall participate in contributions to the Manager's enrollment in a Deferred Compensation Plan of Manager's choice at the rate of $5,000 annually, paid in equal installments during each pay period.

8. Moving Allowance: The City shall pay Manager $2,000 in a gross lump sum within 30 days of appointment to help defer the cost of relocation.

9. Termination of the Agreement: Either party to this Agreement may terminate this Agreement pursuant to the following terms:

   a. Should the Manager desire to terminate this Agreement, Manager shall provide written notice of intent to terminate at least ninety (90) days prior to the actual date of termination. Council may, by the affirmative vote of four members of the Council, at a regular or special Council meeting, agree to allow the Manager to terminate the Agreement on less than a ninety (90) day written notice or to relieve the Manager of further duties at any time during the ninety (90) day period provided, however, that full compensation be paid to the Manager up to and including the date of termination. The additional compensation set forth in Section 9(b) shall not be paid if Manager terminates this Agreement pursuant to this Section 9(a).

   b. The City Council may, by an affirmative vote of four members of the Council at any regular or special meeting, terminate this Agreement at any time, and shall establish at that meeting a date of termination. In addition to Manager's Base Compensation, benefits and sick and vacation leave accruals due to Manager will be paid, subject to Human Resources Policies and Procedures, up to and including the date of termination, plus severance as detailed in 9(c).

   c. If terminated under 9(b) Manager shall, during the first year of employment be entitled to payment of 10 months base pay; during the second year of employment be entitled to payment of 7 months base pay; and during the third year and all subsequent years of employment be entitled to payment of 4 months base pay; this in addition to the 2 months provided in the City Charter.

10. Amendment: Nothing herein shall prohibit the parties from amending the terms and conditions of this Agreement as long as the amendment is made in writing and is executed by both the City and Manager.

The parties enter into this Agreement effective as of the date shown above.

MANAGER:

Brenda Fischer
City Manager

CITY:

Jerry Weiers
Mayor

ATTEST:

Pamela Hanna, (Seal)
City Clerk

APPROVED AS TO FORM:

Nicholas C. DiPiazza
Acting City Attorney