

City Manager Agreement

THIS AGREEMENT, made and effective into as of the 14<sup>th</sup> day of FEBRUARY, 2017, by and between the **CITY OF CROSSVILLE, TENNESSEE**, a municipal corporation, and **MR. GREG WOOD** (hereinafter referred to as "Mr. Wood" or the "City Manager").

WITNESSETH:

WHEREAS, Section 4, Article VIII, of the Charter of the City of Crossville Tennessee (hereinafter "the Charter") provides that a City Manager shall be the chief administrative officer of the City, and he shall be responsible to the City Council for the administration of all City affairs placed in his charge by or under the Charter;

WHEREAS, Section 1, Article VIII, of the Charter provides that the City Council shall appoint a town administrator on the basis of his executive and administrative qualifications to serve at the will of the board, and that the board shall fix the compensation of the City Manager;

WHEREAS, the majority of the council has selected Mr. Wood for appointment as City Manager, and Mr. Wood has accepted such appointment upon terms agreed to by both parties;

WHEREAS, the City and the City Manager desire to enter into a written agreement memorializing the terms of their relationship and assuring a continuous and harmonious management of the affairs of the City in the event the relationship should cease to exist.

NOW THEREFORE, for and in consideration of the mutual promises and the benefits to be derived there from, the City and the City Manager agree as follows:

1. **Employment.** The City hereby appoints and employs Mr. Wood as its City Manager, and Mr. Wood accepts such appointment and employment.
2. **Effective Date.** The effective date of the employment of the City Manager will be the 6th day of March, 2017.
3. **Term.** The employment of the City Manager will continue for a period of two years from the effective date or until terminated by either the City or the City Manager as provided in Sections 13, 14 or 15 of this Agreement.
4. **Duties.** The City Manager, as a full time employee of the City, will discharge and perform to the best of his ability the lawful duties and responsibilities of City Manager as established by the Charter in Section 4, Article VIII and applicable law, and as may be assigned to him by the City acting through a majority of its board.

**5. Compensation - Base Salary.** For his professional services to the City, the City will pay the City Manager the following compensation:

(a) An annual base salary of \$80,211 Dollars, payable in equal biweekly installments. The City Council shall review performance of the City Manager within six months, and at their discretion may or may not provide a minimum of a Ten (10) percent increase to salary.

(b) This Agreement will be deemed to have been amended automatically so as to reflect any salary adjustments that are made to the base salary of the City Manager either through performance evaluation/salary adjustments or cost of living adjustments to all City employees.

(c) The City Manager shall be entitled to receive a moving allowance up to, but not to exceed \$2,500 Dollars. Such allowance shall be paid as a reimbursement upon the City Manager presenting receipts for reasonable moving cost.

**6. Performance Evaluation** The City Council shall at a minimum, annually review the performance of the City Manager after the initial six months review period subject to a process, form, criteria and format for the evaluation which shall be mutually agreed upon by the City Council and the City Manager. The City Council and the City Manager can choose the Municipal Technical Advisory Service (MTAS) to assist in the development of the evaluation tools. The process at a minimum shall include the opportunity for both parties to prepare a written evaluation, meet and discuss the evaluation and present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the City Manager within 30 days of the evaluation meeting.

**7. Health, Disability and Life Insurance Benefits.** (a) The City will provide the City Manager and his dependents with all of the health and dental insurance benefits which are provided for regular, full time employees of the City upon the same terms that these benefits are made available to such employees. Thirty days after the effective date of employment, the City Manager and his qualified dependents will be allowed to participate in the City's health insurance plane with no lapse in coverage.

(b) The City, at its expense, will provide life insurance coverage for the City Manager in an amount twice his salary rounded to the next highest thousand.

(c) The City will provide other benefit options to the City Manager in the same manner as provided to other regular, full-time employees.

**8. Vacation, Sick and Executive Leave.** (a) The City Manager will accrue vacation leave and sick leave on an annual basis at the highest rate provided by the City to its other regular, full-time employees.

(b) The City Manager will be paid for all unused vacation leave which has accrued to the date of termination of employment.

9. **Automobile Allowance.** During the term of his employment, the City of Crossville will provide a city vehicle to the City Manager for business use only, to and from work, and not for personal use.

10. **Retirement Benefits.** The City Manager will be entitled to participate in the City's retirement plan upon the same terms that these benefits are provided for newly employed regular, full-time employees of the City after July 1, 2013.

11. **General Business Expenses.** (a) The City will pay such professional dues and subscriptions reasonably incurred by the City Manager for his continuation and full participation in national, regional, state and local associations and organizations which are desirable for the City Manager's professional participation, growth and advancement and which benefit the City.

(b) The City will pay or reimburse the City Manager for such expenses he may reasonably incur on behalf of the City or in the performance of his official duties.

12. **Communications Allowance.** The City will pay to the City Manager during the term of his employment and in addition to the salary and other benefits provided in this Agreement, the sum of \$50.00 Dollars per month, payable in twelve monthly (12) installments, to be used by the City Manager to purchase, lease, own, operate and maintain a cell phone for business and personal use. If the City should increase the monthly reimbursement fee, the City Manager would be eligible to receive the new fee.

13. **Termination.** For the purpose of this Agreement, a termination of the City Manager shall occur upon the happening of any one or more of the following:

(a) If the City Council initiates and completes the removal procedure at Section 2, Article VIII of the Charter.

(b) If the Charter or applicable state law relating to the role, powers, duties, authority or responsibilities of the office of City Manager is amended in such a manner that changes the City's form of government so as to substantially diminish the office of City Manager, then the City Manager will have the right to declare that such amendments constitute a termination.

(c) If the City reduces the base salary, compensation or any other financial benefits provided to the City Manager under this Agreement, unless such is applied in no greater percentage than the average reduction applied to all department heads, such shall constitute a breach of this Agreement and will constitute a termination.

14. **Severance.** In the event of a termination of the City Manager without cause, as defined in Section 13 of this Agreement:

(1) The City will pay the City Manager a severance payment equal to six (6) months' salary determined as of the date of termination. This will be paid in a lump sum unless otherwise agreed by the City and the City Manager.

(2) The City will pay the City Manager for all accrued vacation leave. This will be paid in a lump sum unless otherwise agreed by the City and the City Manager.

**15. Termination for Cause.** This agreement may be terminated by the City upon a finding that the City Manager:

(a) has been convicted of a felony or a crime involving moral turpitude; or

(b) has engaged in actions deemed by the City to be conflicts of interest as defined by State law or in the City's Personnel Policies; or

(c) has engaged in actions deemed by the City to constitute gross negligence; or

(d) has purposefully violated a provision of the City Charter or City Ordinances related to the powers of the City Manager, or

(e) has engaged in conduct or activities deemed by the City to be detrimental to the good name and reputation of the City of Crossville, provided that the City Manager was given written notice of specific allegations by the City Council of such inappropriate conduct and that the City Manager failed to substantially cure such alleged deficiencies within thirty (30) days.

Should the City Manager be terminated for any of the reasons enumerated in this section, his severance pay shall be limited to reimbursement of accrued and unused vacation leave, at the rate of pay earned at the time of termination.

**16. Resignation.** Should the City Manager elect to resign his employment, he will give the City at least thirty (30) days written notice of his intention to do so; provided, however, such notice will not be applicable to resignation requested under section 13 (a) of this Agreement.

**17. Hours and Work.** It is recognized that the City Manager will devote a significant amount of time outside the normal office hours to the performance of his duties for the City, and the City Manager will be allowed to establish an appropriate work schedule consistent with the professional nature of his employment.

**18. Indemnification.** (a) To the fullest extent permitted by law, the City will defend, save harmless and indemnify the City Manager against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the duties as City Manager or resulting from the exercise of his judgment or discretion in connection with the performance of his duties, unless the act or omission involved willful or wanton conduct. The City Manager may request, and the City will not unreasonably refuse to provide in appropriate situations, independent legal representation for

the City Manager at the City's expense. Legal representation provided for the City Manager will continue until a final determination of the legal action including any appeals brought by either party. The City will further indemnify the City Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including reasonable attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by the City 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, unless the act or omission involved willful or wanton conduct. Any settlement of a claim against the City Manager must be made with prior approval of the City in order for the indemnification as provided in this Section to be available.

(b) The City Manager recognizes that the City will have the right to compromise and settle claims and litigation and, unless the City Manager is a party thereto in which event any such compromise and settlement will require the approval of the City Manager, the City may compromise and settle any claim or litigation unless such compromise and settlement is of a personal nature to the City Manager. The City will pay all reasonable litigation expenses incurred by the City Manager throughout the pendency of any litigation to which the City Manager is a party, witness or advisor to the City. The City's obligation to pay such expenses will continue beyond the City Manager's employment with the City as long as the litigation is pending.

(c) After the City Manager's employment with the City terminates, the City Manager, if requested to do so by the City, will assist the City in any litigation involving the City, including returning to the City if requested, to testify or otherwise participate in such litigation. In such event, the City will reimburse the City Manager for reasonable expenses incurred by him for travel and subsistence and will pay the City Manager reasonable compensation for his post-employment services for the City.

**19. Bonding.** The City will pay for any fidelity, surety or other bonds which may be required for the City Manager.

**20. Other Terms and Conditions of Employment.** Upon agreement of the City and the City Manager, the City may from time to time establish such other terms and conditions of employment of the City Manager.

(a) The City Manager must maintain a full-time residence and reside in such residence within the boundaries of Cumberland County, Tennessee. The Council specifically agrees to waive the requirements set out in the City Charter requiring the City Manager to reside within the City Limits of Crossville, Tennessee.

**21. Miscellaneous.** (a) This Agreement sets forth and establishes the entire understanding between the City and the City Manager concerning the employment relationship of the parties. All prior discussions or representations by or between the parties have been merged into this

Agreement. The parties by mutual written agreement, may amend any provision of this Agreement during its term. Any such amendments shall be incorporated into and made a part of this Agreement.

(b) This Agreement will be binding on the City, and its successors, and on the City Manager, and his heirs and personal representatives.

(c) This Agreement will become effective upon its execution by each party following its approval by the City Council when effective date will be written at the top of the first page of this Agreement.

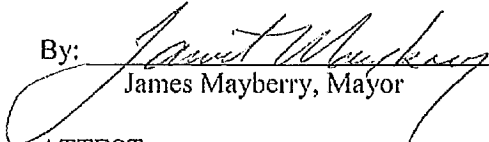
(d) This Agreement and the relationship of the parties will be governed and constructed under the laws of the State of Tennessee and in the event of a law suit arising out of this agreement the parties agree that venue shall be proper in the Cumberland County Chancery Court.

(e) The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. Should a court of competent jurisdiction hold any provision of this Agreement to be invalid, the remaining provisions will 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.

IN WITNESS WHEREOF, the parties have affixed their respective signatures as of the day and year first above written.

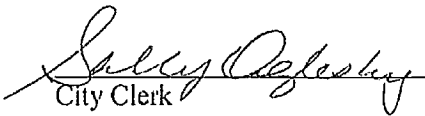
CITY OF CROSSVILLE TENNESSEE

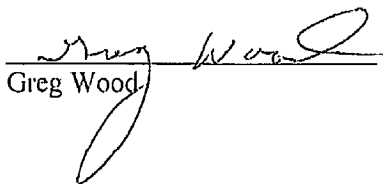
By:

  
James Mayberry, Mayor

ATTEST:

(Duly approve by the Council of the  
City of Crossville Tennessee on 17<sup>th</sup> day of February 2017)

  
City Clerk

  
Greg Wood

Prepared By:

William T. Ridley  
Attorney at Law  
157 Lantana Rd.  
Crossville, TN 38555