

CROSSVILLE, TENNESSEE
CITY MANAGER AGREEMENT

THIS AGREEMENT, made and effective into as of the 13th day of February, 2024, by and between the **CITY OF CROSSVILLE, TENNESSEE**, a municipal corporation, and **“VALERIE HALE”** (hereinafter referred to as **“VALERIE HALE”** 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 the City Manager shall be responsible to the City Council for the administration of all City affairs placed in the CITY MANAGER’S charge by or under the Charter;

WHEREAS, Section 1, Article VIII, of the Charter provides that the City Council shall appoint a City Manager on the basis of their executive and administrative qualifications to serve at the will of the City Council, and that the Council shall fix the compensation of the City Manager pursuant to the employment compensation scale adopted for all City employees;

WHEREAS, the majority of the council has selected **VALERIE HALE** for appointment as City Manager, and **VALERIE HALE** 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, Crossville City Council and the City Manager agree as follows:

1. **Employment.** The City hereby appoints and employs **VALERIE HALE** as its City Manager, and **VALERIE HALE** accepts such appointment and employment.
2. **Effective Date.** The effective date of employment of **VALERIE HALE** as the City Manager will be **APRIL 1, 2024**.
3. **Term.** The employment of the City Manager will continue for a period of two (2) years from the effective date or until terminated by either the City Council or the City Manager as provided in Sections 13, 14 or 15 of this Agreement.

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4. **Duties.** The City Manager, as a full-time employee of the City, will discharge and perform to the best of her 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 her by the City acting through a majority of its board.

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

(a) A starting annual base salary of \$123,947.20 Dollars, payable, via direct deposit, in equal biweekly installments. The City Council shall conduct a performance review of the City Manager at six (6) months.

(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 salary adjustments or cost of living adjustments, pursuant to the employment compensation scale adopted for all City employees.

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 Human Resources Department will present the City Council with the agreed upon, and appropriate, forms for the evaluation process. The Human Resources Department shall prepare a summary of each Councilmembers completed evaluation and submit to Council for discussion during a scheduled Council Work Session. The process shall include the opportunity for both parties to prepare a written statement.

7. **Health Benefits.** (a) The City will provide the City Manager, and her dependents, with all of the health, vision and dental insurance benefits which are provided for regular, full-time, employees of the City and upon the same terms that the benefits are made available to such employees.

(b) The City, at its expense, will provide life insurance coverage for the City Manager in an amount twice her salary rounded to the next highest thousand. This amount is subject to reduction due to the age of the City Manager and contract requirements of the City's underwriting carrier.

(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 VALERIE HALE's employment as City Manager, the City will provide a City vehicle for business use only, to and from work, and not for personal use. Should the City Manager utilize her personal vehicle for travel outside the limits of Crossville, she will be reimbursed at the highest mileage rate provided by the City to its other regular, full-time employees.

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 regular, full-time employees of the City.

11. General Business Expenses. (a) The City will pay such professional dues and subscriptions reasonably incurred by the City Manager for her 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 for which benefit the City.

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

12. Communications Allowance. The City will pay to the City Manager during the term of 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 to other employees of the City, 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 effective date of termination. This will be paid in a lump sum, subject to, and minus any applicable taxes, unless otherwise agreed by the City Council 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, subject to, and minus any applicable taxes. Accrued sick leave is not paid out to regular, full-time employees, therefore, will not be paid out to the City Manager upon her exit.

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, her 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 VALERIE HALE elect to resign her position as City Manager, she will make a reasonable effort to provide the City at least fifteen (15) days written notice of her intention to do so; provided, however, such notice will not be applicable to resignation requested under Section 13 (a) of this Agreement.

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17. **Re-employment.** Should VALERIE HALE elect to resign her position as City Manager, or be terminated as described under Section 13, VALERIE HALE will not be prohibited from applying, and being considered, for employment in available, vacant, positions of the City for which she would be qualified.

18. **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 her duties for the City, and the City Manager will be allowed to establish an appropriate work schedule consistent with the professional nature of her employment.

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.

(b) The City Manager will make every reasonable attempt to secure certifications that are necessary, and beneficial, to the role of a Municipal Manager in Tennessee and participate in the continuing education that are required for each.

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 her 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.

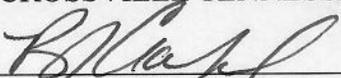
(d) This Agreement and the relationship of the parties will be governed and constructed under the laws of the State of Tennessee and in the event of a law suit arising out of this agreement the parties agree that venue shall be proper in the Cumberland County Chancery Court.

(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.

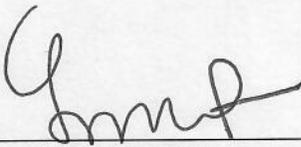
IN WITNESS WHEREOF, the parties have affixed their respective signatures as of the day and year first above written.

CITY OF CROSSVILLE TENNESSEE

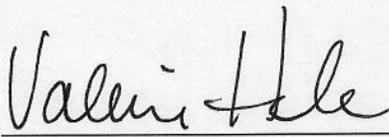
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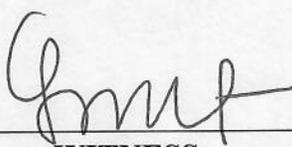
RJ CRAWFORD, MAYOR



WITNESS



VALERIE HALE



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