

**City of Glenarden, Maryland
2014- 2015 Legislation**

Resolution: **R-21-2015**
Introduced By: **Council President Carolyn Smallwood**
Co-Sponsors: **At the request of the Administration**
Session: **Regular**
Date of Introduction: **December 8, 2014**

Resolution to Confirm the Appointment of Kenneth Jones as City Manager, to Approve the City Manager's Contract, and to Authorize Payment to Robert Half International, Inc.

WHEREAS, Kenneth Jones was appointed as City Manager of the City of Glenarden by the Mayor, pursuant to Section 501 of the City Charter, subject to confirmation by the Council; and

WHEREAS, the Council has determined that the appointment of Kenneth Jones as City Manager should be confirmed; and

WHEREAS, a contract has been negotiated with the City Manager, a copy of which is attached to this Resolution; and

WHEREAS, the Council has determined that said contract should be approved; and

WHEREAS, Kenneth Jones was initially employed by the City in a temporary capacity through a contract with Robert Half International, Inc.; and

WHEREAS, pursuant to the said contract, the City owes to Robert Half International, Inc., the sum of \$4,200.00 upon appointment of Kenneth Jones to a permanent position with the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Glenarden, Maryland sitting in Special Session this 8th day of December, 2014 as follows:

1. That the appointment of Kenneth Jones as City Manager, effective December 8, 2014, with full authority as set out in Section 502 and 503 of the Charter, at an annual salary of \$80,000.00, be and it is hereby confirmed; and
2. That the contract between the City and Kenneth Jones as City Manager, in substantially the form as attached to this Resolution, be and it is hereby approved; and
3. The Mayor be and he is hereby authorized to sign a contract with the City Manager on behalf of the City in substantially the form attached; and

4. That a payment in the amount of \$4,200.00 to Robert Half International, Inc., be and it is hereby authorized; and

5. That this resolution shall take effect immediately.

Date Approved: December 8, 2014

ATTEST:

Toni Taylor
Toni Taylor, Council Clerk

City Council of Glenarden

Carolyn Smallwood
Carolyn Smallwood, President, Ward I

Elaine A. Carter
Elaine A. Carter, Vice-President, Ward II

Judy Diggs
Judy Diggs, Councilwoman, At Large

Deborah A. Eason
Deborah A. Eason, Councilwoman, Ward II

James Herring
James Herring, Councilman, Ward I

Jennifer A. Jenkins
Jennifer A. Jenkins, Councilwoman, Ward III

Maxine Phifer
Maxine Phifer, Councilwoman, At Large

Yea -7-
Nay 0-
Abstain 0-

**THE CITY OF GLENARDEN, MARYLAND
EMPLOYMENT AGREEMENT WITH THE CITY MANAGER**

Introduction

This Agreement, made this _____ day of _____, 2014, by and between the City of Glenarden, Maryland, a Maryland municipal corporation ("City ") and Kenneth M. Jones Jr. ("City Manager"), an individual who has the education, training and experience in local government management and who agrees abide by the International City/County Management Association ("ICMA") Code of Ethics, both of whom agree as follows:

Section 1: Term

This Agreement shall remain in full force and effect from December 8, 2014 until terminated by the City or City Manager as provided in Section 10 of this Agreement.

Section 2: Duties and Authority

The City Manager shall be chief administrative officer of the City. The City Manager shall be responsible to the Mayor and Council for the administration of all City affairs placed in her charge by the Mayor and Council or under the City Charter. The City Manager shall have the following powers and duties:

- A. To administer the personnel affairs of the City and supervise all City employees. The City Manager shall be responsible for the enforcement of all personnel rules and regulations adopted by the City Council. The City Manager shall exercise administrative control over all City departments and agencies. In accordance with the City Charter, the City Manager shall recommend the appointment and removal of department and agency heads and any other appointments on the basis of merit.
- B. To issue all work requests through the department head involved unless he/she shall be incapacitated or unavailable.
- C. Attend all meetings of the City Council in an advisory capacity, unless otherwise instructed by the Council.
- D. Assist in the preparation of the annual City budget by coordinating the requests and suggestions of the Mayor and City Council, department and agency heads, and other concerned City personnel; draft a proposed budget; and assist the Mayor in preparation of the annual budget message as required by the City Charter.
- E. Make monthly reports to the Mayor and City Council, fully advising them as to the current financial condition and future needs of the City, including therein such recommendations as he/she deems necessary and desirable.

- F. Make other such reports as the Mayor and City Council may require concerning the operations of the City's department and agencies subject to his administrative control and any other matters as the Mayor or Council may designate.
- G. Authorize all purchases of supplies and equipment, in line with the established budget and the availability of specifically allotted funds.
- H. Negotiate contracts for the City and make recommendations as to bids received.
- I. Cooperate fully with the City Council by providing requested information related to appropriate City business, jointly or individually, or as may be required in the City Charter.
- J. Assist the Mayor in the enforcement of City ordinances, laws and regulations.
- K. The City Manager agrees that he will at all times faithfully, industriously, and to the best of his ability, perform all of the duties that may be required of and from him, pursuant to the express and implicit terms hereof, and as specified in Article V, Section 503 of the City Charter.

Section 3: Compensation

- A. Base Salary: The City agrees to pay the City Manager an annual salary of \$80,000 payable installments at the same time that the other management employees of the City are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City's compensation policies. If a COLA is approved in any given Fiscal Year covered by this Agreement for Glenarden employees, based on availability of funds, the City Manager shall also be entitled to a COLA in that year.
- C. Consideration shall be given on an annual basis to increased compensation. The City agrees to base its consideration of any increase in the compensation of the City Manager upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a salary increase and/or bonus.
- D. The City shall have the right to deduct from the compensation payable to the City Manager under the provisions of this Agreement, social security taxes and all other federal, state, county and municipal taxes and charges as may now be in effect or which hereinafter be enacted or required as charges on the compensation of the City Manager. Monies due to the City pursuant to this Agreement may also be deducted, if otherwise allowable by law, including but not limited to this employee's portion of health insurance costs. The City Manager hereby authorizes the City to deduct from monies due the City Manager a sum equal to any unauthorized expenditures or obligations of the City funds made by the City Manager, including but not limited to

use of City credit cards.

- E. The City Manager agrees not to claim any benefit to which he is not entitled. The City may treat as "leave without pay" any form of paid leave taken or claimed by the City Manager to which he is not entitled. Any payment made from such leave shall be deemed an advance in salary, to be deducted from further earnings.

Section 4: Health, Disability and Life Insurance

The City Manager is entitled to the health, hospitalizations, surgical, vision, dental, prescription drugs and comprehensive medical insurance (benefits package) provided to all other employees of the City of Glenarden through the State of Maryland's Employee Health Program. At his option, the City Manager may have a contribution paid by the City equal to the value of the City's aforementioned benefits package deposited into a flex spending or medical saving account through the State of Maryland Health Program. Life insurance up to the value of the annual salary is provided.

Section 5: Vacation, Sick and Military Leave

- A. Upon commencing employment, the City Manager shall be credited with sick leave equal to the highest annual accrual provided to all other City employees (104 annual hours, 13 days). Sick leave shall accrue according to City policy at 4 hours per bi-weekly pay period from date of employment.
- B. The City Manager shall be entitled to vacation leave on an accrual basis at the rate of 168 hours/21 days per year to start and accrue immediately upon employment and to accrue each year thereafter on the City Manager's anniversary date.
- C. The City Manager is entitled to accrue all unused vacation leave, up to 168 hours, and in the event the City Manager's employment is terminated, either voluntarily or involuntarily, the City Manager shall be compensated for all accrued vacation time.
- D. The City Manager shall be entitled to military reserve leave pursuant to State Law and Glenarden policy.
- E. Holiday leave shall be according to City policy.

Section 6: Automobile

The City Manager shall have use of a City vehicle when available, for use on City business during working hours and be allowed to take the vehicle home.

Section 7: Retirement

The City agrees to enroll the City Manager into the City's retirement plan at a five percent (5%) contribution rate.

Section 8: Technology

The City shall provide the City Manager with a computer and cell phone. Software shall be provided depending upon availability of funds and City Council approval.

Section 9: General Business Expenses

- A. After recommendation of the Mayor and approval of the Council, the City agrees to budget and pay for professional dues and subscriptions of the City Manager necessary for continuation and full participation in national, regional, state, and local associations, and organizations such as the International City/County Management Association (ICMA), Maryland City/County Management Association (MCCMA), or American Society for Public Administrators. Membership in these organizations is necessary and desirable for the City Manager's continued professional participation, growth, and advancement, and for the good of the City, subject to the availability of funds.
- B. After recommendation by the Mayor and approval of the Council, the City agrees to budget for any pay for travel and subsistence expenses of the City Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of the City Manager and to pursue necessary official functions of City, including but not limited to the ICMA Annual Conference, MCCMA Annual Conference, the Maryland Municipal League Conference, and such other national, regional, state, and local government groups and committees in which the City Manager serves as a member, subject to the availability of funds.
- C. The City shall reimburse the City Manager for any use of his personal vehicle when attending official out-of-City meetings, at the rate set by IRS for mileage reimbursement and upon submission and approval of written justification for use.
- D. The City also agrees to budget and pay for travel and subsistence expenses of the City Manager for short courses, institutes and seminars that are necessary for the City Manager's professional development and for the good of the City, subject to availability of funds.
- E. The City recognizes that certain expenses of a non-personal but job-related nature are incurred by the City Manager, and agrees to reimburse or to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Section 10: Termination

For the purpose of this Agreement, termination shall occur when:

- A. The majority of the City Council votes to terminate the City Manager at a duly authorized public meeting in accordance with Article V of the City Charter. The City

may exercise any of the authority extended to it pursuant to Article V of the City Charter and the exercise of the authority shall not constitute a breach of this Agreement.

- B. If the City , citizens or legislature acts to amend any provisions of the charter, code, or enabling legislation pertaining to the role, powers, duties, authority, or 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.
- C. If the City reduces the base salary, compensation or any other financial 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 a termination.
- D. If the City Manager resigns following an offer to accept resignation, whether formal or informal, tendered by a majority of the City Council, then the City Manager may declare a termination by the City as of the date of the suggestion.
- E. There is a breach of contract declared by either party. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 18.
- F. This Agreement may be terminated by the City Manager upon ninety (90) day's written notice to the City, and he shall be entitled to compensation for time worked to the day of termination. If the City Manager terminates this Agreement with less than ninety (90) day's notice, all leave and benefits earned after the date of the notice of termination are forfeited, unless otherwise agreed by the parties.

Section 11: Severance

Severance shall be paid to the City Manager when employment is terminated by the City as defined in Section 10 as follows:

- A. If the City Manager is terminated, the City shall provide a minimum severance payment equal to three (3) month's salary at the then current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed by the City and the City Manager upon the day of severance.
- B. If the City Manager is terminated because of a conviction of a felony or a crime of moral turpitude, or for gross dereliction of duty, then the City is not obligated to pay severance under this section.

Section 12: Performance Evaluation

There shall be a performance evaluation within six (6) months of the date of hire of the City Manager. Thereafter, the City shall review the performance of the City Manager prior to

his anniversary date in each year, subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the City and the City Manager. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) 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. The City reserves the right to make any adjustments to compensation effective at the beginning of the City's following fiscal year (see attached performance standards and rating criteria).

Section 13: Hours of Work

It is recognized that the City Manager must devote a great deal of time outside the normal office hours on business for the City, and to that end the City Manager shall be allowed to establish an appropriate work schedule with core hours of 8:30 a.m. to 5:00 p.m. There shall be no accrual of time for work outside of normal business hours.

Section 14: Outside Activities

The employment provided for by this Agreement shall be the City Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Manager may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement, and if agreed to by the City. The City Manager represents that all such activities, employment, or business arrangements currently existing, have been disclosed to the Mayor and Council prior to entering into this Agreement and such disclosure, if any, is attached.

_____ Disclosure Attached _____ Nothing to Disclose

Section 15: Indemnification

The City shall indemnify, defend and save harmless the City Manager from all claims, suits, actions and damages or costs of every kind and description, including attorneys' fees and litigation costs, arising directly or indirectly out of the performance by the City Manager of the duties of City Manager pursuant to this Agreement, based upon any alleged negligent act or omission, or the exercise of judgment or discretion, unless the act, omission or exercise involves intentionally wrongful or willful or wanton conduct. The assurances stated herein are not intended and shall not be construed as a waiver by the City of the protections of any common law or statutory immunity, or the provisions of the Local Government Tort Claims Act Section 5-301 et seq. of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, including damages limitations, and does not include any promise of payment of punitive damages.

Section 16: Bonding

The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

Section 17: Other Terms and Conditions of Employment

The City, only upon agreement with the City Manager, shall fix any such other terms and conditions of employment as it 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 City of Glenarden or any other law.

Section 18: Notices

Notice pursuant to this Agreement shall be given by first class mail, postage prepaid, addressed as follows:

- (1) CITY : Mayor and City Council of Glenarden
8600 Glenarden Pkwy,
Glenarden, MD 20706

- (2) CITY MANAGER: Kenneth M. Jones Jr.
2027 Howard Chapel Turn
Crofton, Maryland 21114

Section 19: General Provisions

- A. This Agreement sets forth and establishes the entire understanding between the City and the City Manager relating to the employment of the City Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties may amend this Agreement from time to time by mutual consent of the Mayor, Council and City Manager in writing.

- B. This Agreement shall be executed in duplicate, each counterpart to serve as an original.

- C. Binding Effect. This Agreement shall be binding on the City and the City Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

- D. The validity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the subsequent to the expungement or judicial modification of the invalid provision.

- E. Notwithstanding any other provision of this Agreement all references to the City policies and practices contained herein shall mean all the City policies and practices *as* they may be modified by the City from time to time. This Agreement shall be implemented and interpreted in accordance with such chance from its effective date.

- F. It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance

with, and under and pursuant to, the laws of the State of Maryland, and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Maryland shall be applicable and shall govern to the exclusion any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

WITNESS/ATTEST:

CITY OF GLENARDEN

Dennis C. Smith, Mayor

Kenneth M. Jones Jr.