

MEMORANDUM

TO: City Council Members
FROM: Mayor Harley Strickland
DATE: September 23, 2008
SUBJECT: Interim City Manager Contract

PURPOSE

To authorize the Mayor to execute a contract with Chester Murray to serve as Interim City Manager.

BACKGROUND

At the September 9, 2008 meeting, discussions took place regarding the process for appointing an Interim City Manager. Subsequent to these discussions, Council voted to appoint Chester Murray as Interim Manager and you directed me to negotiate a contract with him outlining the terms of his appointment. At that meeting, City Attorney Reischmann distributed a sample contract and an outline of various contract terms to be addressed during negotiations. I requested that you review this material and provide your feedback to me by Friday, September 12th in order to prepare for the contract negotiations.

A meeting took place between Mr. Reischmann, Mr. Murray and myself for that purpose. Attached is the contract that resulted from those negotiations.

RECOMMENDATION

It is recommended that you authorize me, as Mayor and on behalf of the City, to execute an employment contract with Chester Murray for appointment to the position of Interim City Manager.

RESOLUTION NO. 500-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY AND CHESTER MURRAY FOR THE POSITION OF INTERIM CITY MANAGER; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 9, 2008, the City Council of the City of Orange City authorized the appointment of Chester Murray to the position of Interim City Manager and directed that an Employment Agreement be developed to define the terms of that employment; and

WHEREAS, The Mayor and City Attorney met with Mr. Murray to draft said Employment Agreement, attached hereto as Exhibit "A."

WHEREAS, it is the desire of the City Council of the City of Orange City, Florida to enter into an Employment Agreement with Chester Murray for the position of Interim City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA:

SECTION 1. The City Council hereby authorizes the Mayor to execute said Employment Agreement with Mr. Murray, attached hereto as Exhibit "A", on behalf of the City.

SECTION 2. That this resolution shall take effect immediately upon its adoption by the City Council of the City of Orange City, Florida.

ROLL CALL VOTE AS FOLLOWS:

| | | | |
|--------------------------|-------|------------------------------|-------|
| Jim Mahoney | _____ | Donald C. Sherrill | _____ |
| Tom Laputka | _____ | Tom Abraham | _____ |
| Donald Sandford | _____ | Jeff H. Allebach, Vice Mayor | _____ |
| Harley Strickland, Mayor | _____ | | |

ADOPTED THIS _____ DAY OF _____, 2008.

ATTEST:

AUTHENTICATED:

Deborah J. Renner, City Clerk

Harley Strickland, Mayor

This Resolution approved
as to form and legal sufficiency:

William Reischmann, City Attorney

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2008, by and between the **CITY OF ORANGE CITY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as City, and **CHESTER MURRAY**, hereinafter referred to as Employee, both of whom agree as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as Interim City Manager of the City;

WHEREAS, Employee is presently serving as the Development Services Director of the City of Orange City, and it is the desire of the parties hereto that he shall continue as Development Services Director, and may return to that position, should he desire, without the loss of any benefits, rights, or privileges presently enjoyed as Development Services Director, after having served as Interim City Manager; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and working conditions of said Employee while serving as Interim City Manager; and

WHEREAS, Employee desires to accept employment as the Interim City Manager of the City.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES.

The City hereby agrees to employ Employee as Interim City Manager of said City to perform the functions and duties as specified in the City Charter and Ordinances of the

City Code, including, but not limited to, the power to appoint, suspend, demote and/or remove any subordinate officers and employees under his jurisdiction; perform all duties relating to the preparation, administration, and implementation of budgetary matters of the City Council in accordance with said Code; and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. TERM.

A. Employee shall serve as Interim City Manager beginning October 1, 2008 until (1) September 30, 2009, or (2) until such time as a permanent City Manager shall be hired and shall commence his employment with the City, (3) or until such time as Employee, upon sixty (60) days written notice to the City Council provides notice to the City Council that Employee no longer wishes to continue as Interim City Manager. Employee shall have the right to resume his position as Development Services Director upon completion of his service as Interim City Manager.

B. Transition. Employee and City agree that in the event and at that time that the City retains the services of a permanent City Manager and that permanent City Manager commences his employment with the City, for purposes of transition to allow the new permanent City Manager to effectively fulfill his or her responsibilities, the Employee shall provide consulting services to the new permanent City Manager for a period of up to ninety (90) days following the commencement of the hiring of the new permanent City Manager.

C. Nothing in this Agreement shall be prevent, limit, or otherwise interfere with the right of the City to terminate, at its will and without cause, the services of Employee as Interim City Manager, subject to Employee's rights to continue as

Development Services Director for the City until September 30, 2009. Similarly, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign, at any time, from his position as the Interim City Manager, subject to Employee's right to continue in his capacity as Development Services Director.

SECTION 3. SALARY.

A. The City agrees to pay Employee for services rendered pursuant hereto at an annual base salary of One Hundred Eight Thousand Dollars (\$108,000.00), payable in installments at the same time as other employees of the City are paid. The Employee shall not receive overtime but may accumulate compensatory time consistent with City policy.

B. Employee shall continue to receive the above salary for a period of ninety (90) days following the completion of his service as Interim City Manager, consistent with Paragraph 2(B) hereinabove, for Employee's services as consultant to the permanent City Manager.

C. Employee shall continue to receive insurance, vacation, and sick leave benefits as he has as Development Services Director.

SECTION 4. OUTSIDE ACTIVITIES.

The Employee agrees that he will devote all of his full working time to the performance of the duties required hereunder, and the Employee agrees not to engage in any other employment. This provision shall not include occasional teaching, writing, or consulting on Employee's time off subject to prior approval of the City Council and to the extent such does not conflict or interfere with Employee's duties hereunder.

SECTION 5. AUTOMOBILE.

Transportation being necessary to perform his duties as Interim City Manager; Employee shall furnish his own transportation and automobile.

SECTION 6. BENEFITS.

As Employee is presently serving as Development Services Director, and shall continue to do so during the period of time he shall serve as Interim City Manager, he shall receive and continue to receive all benefits presently provided as Development Services Director, with such adjustments as required to reflect Employee's salary as Interim City Manager. Employee shall not forfeit any benefits accrued through the date and execution of this Agreement, as Employee of the City of Orange City.

SECTION 7. PROFESSIONAL ASSOCIATION AND DEVELOPMENT.

The City hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions.

SECTION 8. INDEMNIFICATION.

The City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during Employee's employment in the performance of Employee's duties as Interim City Manager and as are permitted by law and pay the amount of any settlement or judgment rendered thereon and any reasonable attorney's fees incurred by Employee unless Employee acted in bad faith with malicious purpose, or in a manner exhibiting wanton and willful disrespect for human rights or property. However, this covenant shall not apply to acts outside the scope of Employee's employment.

The City may compromise and settle any such claim or suit, and shall pay the amount of any settlement or judgment rendered hereon. By this contract other than for unpaid salary, the City will not be responsible for any legal fees of Employee as a result of litigation arising from his dismissal from employment as Interim City Manager by the City Council.

SECTION 9. BONDING.

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

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The City Council, in consultation with the Employee, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or other applicable law.

B. Except as expressly provided herein, all provisions of law and rules and regulations of the City relating to vacation and sick leave, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended shall apply to the Employee as they would to other employees of the City.

SECTION 11. NO REDUCTION OF BENEFITS.

The City shall not at any time during the terms of his service as Interim City Manager and for ninety (90) days thereafter reduce the salary, compensation, or other financial benefits of Employee except to the degree of such reduction across-the-board for all employees of the City.

SECTION 12. DISABILITY.

If the Employee is unable to perform his duties for any reason including, but not limited to sickness, accident, injury, mental incapacity or health, for a period of four (4) successive weeks beyond any accrued sick leave, the City shall have the option to terminate this Agreement, provided that such termination is in full compliance with applicable State and Federal laws. Disability shall be determined with the City's Personnel Policies and Procedures. In the event of termination, pursuant to this Section 12, the City shall compensate Employee his salary as Interim City Manager for a period of six (6) months or the balance of this contract term, whichever is less.

SECTION 13. DEATH DURING EMPLOYMENT.

If Employee dies during the term of this employment, the City shall pay to the estate of the Employee the compensation which would otherwise be payable to Employee up to the end of the month in which his death occurs. In addition, the City shall pay to the estate of the Employee, the sick and vacation leave accrued through the end of the month in which the Employees dies.

SECTION 14. LEGAL REPRESENTATION.

A. The City agrees that it will, through the office of the City Attorney, provide Employee with legal representation when Employee is party to litigation based upon his position or employment with the City of Orange City, and in addition, litigation based upon alleged acts or omissions arising out of or in the course and scope of employment. Attorney's fees and court costs shall be the expense of the City.

B. The City further agrees that such legal representation shall be provided where litigation has commenced during or after termination of employment, and shall continue after termination of employment, and shall so continue until such litigation has ended.

C. The City further agrees that, in the event of a conflict of interest within the office of City Attorney, or the refusal of same to so represent the Employee, pursuant to the provisions set forth in Paragraphs A and B above, the City shall provide counsel to represent him. The selection of said counsel shall be made at the sole discretion of the City. Attorney's fees and court costs shall be reimbursed by the City in accordance with law.

D. Provided, however, that the City will not be held responsible for any legal fees of the Employee as a result of litigation arising from his dismissal from employment by the City Council.

SECTION 15. GENERAL PROVISIONS.

A. The text herein shall constitute the entire agreement between the parties.

B. This Agreement shall be binding upon and inure the benefit of the successors, heirs, and personal representatives of the respective parties.

C. This Agreement shall become effective commencing October 1, 2008.

D. In any provisions or portion of a provision of this Agreement proves to be unconstitutional, invalid, unlawful, or unenforceable, it shall not be held to invalidate or impair the validity, force, or effect of any other provisions or part of this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed on its behalf of its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

WITNESSES:

CITY OF ORANGE CITY, FLORIDA

By: _____
Mayor Harley Strickland

ATTEST:

Deborah Renner, City Clerk

WITNESSES:

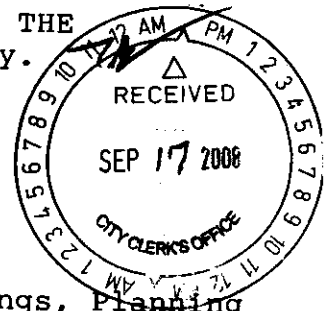
EMPLOYEE:

Chester Murray

TO THE CITY ATTORNEY, OR TO WHOM IT MAY CONCERN:
IS THERE ANY STATE LAW REQUIRING A CONTRACT FOR THE
INTERIM-MANAGER. ? I AM FILLING THE FORM, any way.

TERMS OF INTEREST

(INTERIM CITY MANAGER AGREEMENT)



1. Duties Include Budgetting, staffing, Pro.Meetings, Planning
Implementing Council Policies, Addressing Citizen/business
2. Work Hours 8 AM to 5 PM M-F and concerns
week-ends, as and when needed like any other
3. Term Managerial positions
October 1, 2008 to six months PROBATIONARY STATUS
4. Effective Date
5. Termination: OCTOBER 1, 2008
A. Advance Notice TWO WEEKS NORMAL; IMMEDIATE for serious
B. Severance Compensation NONE misconduct
C. 112.501 Appeal Process AS PER LAW OF THE STATE
6. Disability to Perform]
7. Death] Considering the age of the person
AS IT IS APPLICABLE TO HIS EXISTING POSITION these are not to be discussed NEW
8. Salary: SAME PAY HE (MR MURRAY) is on NOW, NO CHANGE
A. Salary Reconsideration -----
B. Salary Reduction none
9. Performance Evaluation SIX MONTHS
10. Outside Consulting Control ? Term not clear; NO OUTSIDE CONSULTING
11. Conflicts of Interest AS STATE LAW DICTATES, STIPULATES
12. Automobile (Allowance/City Vehicle) GAS MILEAGE AS PER IRS CRITERIA
LIMITED TO 7 MILES RADIUS, THE CITY LIMITS
13. Health Insurance]
14. Life Insurance] ALL INSURANCES AS THEY ARE FOR ANY OTHER
MANAGER/EMPLOYEE
15. Professional Development
A. Approved Courses NONE ACHIEVABLE AT AGE ~~65~~
B. Travel/Expenses SIXTY-FIVE, AS PER MY KNOWLEDGE
16. Approval Process ?
of what. WHAT IS THIS ?

Thomas J. ...
J-3.

- 17. Fidelity Bond
 - A. Tort Exposure Insulation ONLY AS IT IS FOR ANY OTHER EMPLOYEE/STATE LAW
- 18. Vacation - consider longevity LIMITED , NOT INCREASED
- 19. Sick Leave - consider vested benefits in place BY STATE LAW / STANDARDS
- 20. Contribution to Retirement System BY THE SAME STATE LAW STANDARDS
- 21. Fringe Benefits Enjoyed by other Employees (if any) ~~ST~~
SAME
- 22. Legal Assistance and Representation by the City Attorney
 - A. Control Conflicts EXPLAIN IN THE COUNCIL SAME AS OTHER EMPLOYEES
- 23. Usual Terms are Easily Identifiable NOT CLEAR
- 24. Watch for Tenure Protection in Event of Dismissal or Resignation
NO ADDITIONAL PROTECTION, IT IS A SENIOR STAFF RESPONSIBILITY NEW ASSIGNMENTS TASK WITHOUT ANY INCREASE THIS WAS LINKED TO THE BUDGET CUTS OF THIS YEAR/ AND FUTURE

[Handwritten signature]
P-3

Debbie Renner

From: Jim Mahoney [JMAHONEY75@cfl.rr.com]
Sent: Friday, September 12, 2008 8:43 PM
To: Debbie Renner; Harley Strickland
Cc: Chester Murray
Subject: Interim City Manager Agreement

Hello Debbie,

Attached are my comments regarding terms for consideration for the Interim City Manager Agreement as requested by Mayor Strickland.

Mr. Murray's current annual salary is \$84,489. If he were to remain in his current FY 08/09 funded position of Development Services Director (DSD) he would receive a 3% COLA next month and be eligible for an additional 3% merit increase in January. Assuming payment of the full merit amount, these adjustments add an additional \$5,145 to his DSD compensation, for an annual total salary of \$89,635.

Rather than be provided a City vehicle, Mr. Murray has requested a \$600 monthly allowance for the use of his personal vehicle in his capacity as manager. He has also requested that this amount to be contractually stipulated as salary. I do not object to this given that we have just set our millage rate; however, I suggest we reevaluate this approach prior to negotiations with our next manager. There are FRS implications that we should quantify when we evaluate benefit costs.

The addition of the annualized vehicle allowance of \$7,200 with \$89,635 totals \$96,835. This amount does not reflect the additional responsibilities Mr. Murray will assume in his role as City Manager. While we de-funded the city manager line item, the responsibilities remain. Mr. Murray has offered to assume the responsibilities of both the DSD and the City Manager and must be fairly compensated.

Mr. Murray did not request a severance package. He did request a one year contract with the stipulation that Council is obligated to the full annualized payout, even if Council were to change direction and hire another manager before September 30, 2009. I do not object to this stipulation since the DSD position is funded for FY 08/09 and based on Mr. Murray's performance in this capacity I would expect him to be employed by the City through September 30, 2009 if he had not been called upon by Council to assume the role of interim manager. I do not recommend payment of the full annualized amount if termination is initiated by Mr. Murray either voluntarily or as a result of death or disability. Upon completion of the one year term, I support automatic 30 day renewals until notice is given by either party. I recommend the accrual of benefits (life insurance, health insurance, vacation time, etc) to continue as they would in his capacity as DSD. Given the relatively short term nature of the arrangement, "professional development" should be limited to expense reimbursement for Council authorized travel.

I support total annual compensation in the amount of \$108,000. My rationale for this amount is as follows. Documentation provided by Christine Davis indicates that the average SALARY for a manager of a municipality the size of Orange City is \$100,401. In lieu of providing a vehicle, we add \$7,200 to this amount. I have rounded this total to \$108,000. I understand Mr. Murray is not a credentialed city manager. I also recognize that in this capacity he will assume the responsibilities of two essential full time positions. The \$108,000 figure equates to approximately \$11,000 additional annual compensation attributable to the assumed additional city manager responsibilities. ($\$108,000 - \$96,835 = \$11,165$.)

Please let me know if you have any questions.

Thank you,

Jim

9/15/2008

Debbie Renner

From: Jeff Allebach [jallebach@empiretiltup.com]
Sent: Friday, September 12, 2008 5:05 PM
To: Harley Strickland; Debbie Renner
Subject: Interim Manager contract

My thoughts:

Need to make the term for one year to justify the course of action taken retiring Mr.. McCue. IE the tax savings.
Term Oct 1 2008 to Sept 30 2009

Provide for 30 day extensions in case we are still searching for permanent manager or if the new Council has not been seated by then. New Council could be on board in September if Charter changes pass.

Salary increase of 25% including all travel allowances would be inline with market rates I have seen. Less complicated easier to handle in contract.

No additional retirement contributions. EX: ICMA, FCMA etc.. (He keeps FRS package he is now under with new salary level)

Stipulations that he would be returned to current position or paid through term if we decided on a new manager early. (Only fair)

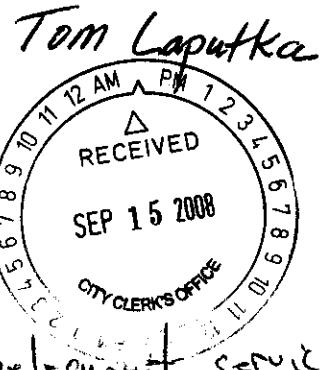
Other items to protect City and employee seem to be standard legalize.

Typical expenses should be paid in addition to salary for trips out of Volusia County.

I would like this to go as smoothly as possible. We need to get on with City business (road projects, new fire station, getting high school named, annexations,job development). We as a Council are looking foolish and dysfunctional because of a few of our members we might want some interim people in their place as well.

Thanks,
Jeff

9/15/2008



TERMS OF INTEREST
(INTERIM CITY MANAGER AGREEMENT)

1. Duties *All duties of City Mgr. plus those of development services director*
2. Work Hours
3. Term *1 yr*
4. Effective Date *Oct. 1, '08*
5. Termination:
 - A. Advance Notice *30 day*
 - B. Severance Compensation *none*
 - C. 112.501 Appeal Process
6. Disability to Perform
7. Death
8. Salary:
 - A. Salary Reconsideration */*
 - B. Salary Reduction */*
9. Performance Evaluation
10. Outside Consulting Control
11. Conflicts of Interest
12. Automobile (Allowance/City Vehicle) *\$600. per month in salary*
13. Health Insurance */*
14. Life Insurance *same*
15. Professional Development
 - A. Approved Courses
 - B. Travel/Expenses
16. Approval Process

17. Fidelity Bond
 - A. Tort Exposure Insulation
18. Vacation - consider longevity ✓
19. Sick Leave - consider vested benefits in place ✓
20. Contribution to Retirement System
21. Fringe Benefits Enjoyed by other Employees (if any) ~ ~ ~ ~
22. Legal Assistance and Representation by the City Attorney
 - A. Control Conflicts
23. Usual Terms are Easily Identifiable
24. Watch for Tenure Protection in Event of Dismissal or Resignation

Don Shriver
9-11-08

TERMS OF INTEREST

(INTERIM CITY MANAGER AGREEMENT)

- **Duties;** As per City Charter and ordinances for the City, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.
- **Work Hours;** The Employee Will devote a minimum of 40 hours per week. In the performance of his duties.
- **Term;** A 12 month contract that reverts to a 30 day automatic renewal contract after 12 month contract expires and can be cancelled by either party.
- **Effective Date;** ASAP

- **Termination ;**

A. In the event the Employee is terminated by the City before expiration of the aforesaid term of employment, and during such time that Employee is willing and able to perform his duties under this Agreement, the City agrees to pay the employee a lump sum cash payment equal to six months aggregate salary and deferred compensation, together with earned vacation and sick leave accruals within 14 days from the date of termination. City will continue to provide medical insurance for a period of six (6) months from date of employee's termination.

B. In the event the Employee voluntarily resigns his position with the City before expiration of aforesaid term of his employment, then the Employee shall give the City's sixty days notice in advance, unless the parties otherwise agree. The Employee's final pay shall include vacation and sick leave accruals.

C. In the event the Employee is terminated because of his conviction of any illegal act involving personal gain to him, then, in that event, City shall have no obligation to continue to pay the Employee's salary, or to continue the Employee's benefits set forth above. Notwithstanding a suspension of sentences or a withholding of adjudication for the purposes of this agreement, pleading guilty or nolo contendere or if found guilty shall be deemed a conviction.

D. Should the City Charter be changed to an elected executive or other form of local government other than the present appointed City Manager position, then the Employee may at his option be deemed to have been "terminated" as of the date the alternative executive takes office, and he shall be entitled to severance as provided in Paragraph 3 A above.

- **Disability to Perform ;**

If the Employee is unable to perform his duties for any reason, including but not limited to sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, the City shall have the option to terminate this Agreement, provided that such termination is in full compliance with applicable state and federal laws. In this event, the employee shall be entitled to six months severance pay as provided in Section 3, Paragraph A.

- **Death ;**

If the Employee dies during the term of this employment, the City shall pay to the estate of the Employee the compensation which would otherwise be payable to the Employee up to the end of the month in which his death occurs. In addition, the City shall pay to the estate of the Employee the sick and vacation leave accrued through the end of the month in which the Employee dies.

- **Salary ;** As of Oct 1, 2008 Employee will be earning \$87,035.00 per Yr. Increase salary to \$110,000.00 To be paid to him as an hourly wage. (This will be in cluding his gas mileage to be paid as an hourly wage and help the employee toward his retirement which is calculated for his last 5 yrs. Of employment. Chester is agreeable to this. It calculates to about \$11 or \$12 dollars per hour extra.
- **Performance Evaluation;** one year contract needs no evaluation
- **Other Employment ;** The manager shall perform his duties for the City on a full time basis and shall undertake no outside employment whatsoever without the concent of the City Council.
- **Automobile;** The Employee shall be required to furnish his own Automobile (transportation) The Employee shall be responsible for paying for liability, property damage and comprehensive insurance, and for the purchase, operation, maintenance, repair and regular replacement of said automobile.
- **Health , Dental, Life and Travel Insurance;** The City agrees to put into force and to make required premium payments for Employee for insurance policies for life, in the amount of 2 to times annual gross salary, accident, sickness and disability income benefits, and employee dependent's coverage for health, vision, dental and other health and welfare benefits offered to all employees. The City shall provide Workers Compensation insurance in accordance with Florida Statutes, Section 440, for coverage for Employee while he is traveling on City business, with Employee to name beneficiary thereon, if applicable.
- **Professional Development;** **Approved Courses and Travel expenses. Approved by Council When Needed.**
- **Indemnification** In addition to that required under state and local law, the City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, unless he acted in bad faith with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property. The City shall not be liable in tort for the acts or omissions of the Employee committed while acting outside the course and scope of his agreed duties, or committed in bad faith, or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City may compromise and settle any such claim or suit, and shall pay the amount of any settlement
- **Vacation** Consider one already in place.
- **Sick Leave** Consider one already in place.

- **Contribution to Retirement** The City shall, in addition to all other compensation contribute on Employees behalf to his retirement program a total of 10 percent of Employees base salary.

- **Fringe benefits** Already in place (already in place)

- **General Expenses**

City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee and hereby agrees subject to budget approval to reimburse or authorize payment of said general expenses, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statement, or personal affidavits. Employee agrees to submit monthly written reports to the City Council

- **Legal Assistance and Representation by City Attorney;**

A. The City agrees that it will, through the office of the City Attorney, provide Employee with legal representation when Employee is party to litigation based upon his position or employment with the City of Orange City, and in addition, litigation based upon alleged acts or omissions arising out of or in the course and scope of employment. Attorney's fees and court costs shall be the expense of the City.

B. The City further agrees that such legal representation shall be provided where litigation has commenced during or after termination of employment, and shall continue after termination of employment, and shall so continue until such litigation has ended.

C. The City further agrees that, in the event of a conflict of interest within the office of City Attorney, or the refusal of same to so represent the Employee, pursuant to the provisions set forth in Paragraphs A and B above, the City shall provide counsel to represent him. The selection of said counsel shall be made at the sole discretion of the City. Attorney's fees and court costs shall be reimbursed by the City in accordance with law.

D. Provided, however, that the City will not be held responsible for any legal fees of the Employee as a result of litigation arising from his dismissal from employment by the City Council.