

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective November 16, 2023 (“Effective Date”), is by and between the City of Tolleson, (hereinafter called “Employer” or “City”) and Reyes Medrano, Jr., (“Employee” or “City Manager”). This Agreement supersedes, supplants and replaces the previous City Manager Agreement (“prior Agreement”), which became effective November 16, 2020.

WHEREAS, the Employer desires to continue to employ Reyes Medrano, Jr., as City Manager for the City of Tolleson and Reyes Medrano, Jr. desires to continue his employment as the City Manager for the City of Tolleson; and

WHEREAS, it is the desire of the Employer to establish certain conditions of employment, to provide certain benefits, and to set working conditions.

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

Section 1: Powers and Duties of the City Manager

Employer agrees to employ Reyes Medrano, Jr., as the City Manager for the City of Tolleson to perform managerial functions as set forth in the City Code and as required by the laws of the State of Arizona (the “State”), and to perform such administrative and executive duties as required by his position and such other legally permissible and proper duties and functions as the Council of the City of Tolleson (the “Council”) shall from time to time assign to Employee, subject to this Agreement and City Code.

Section 2: Term

A. This Agreement shall be effective from November 16, 2023 through November 15, 2026 (“Expiration Date”), unless the Expiration Date is accelerated as hereinafter provided.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of Employee in accordance with the provisions of State law, the City Code and further subject to the provisions of Section 4 and 5 of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 5 and Section 3(C) of this Agreement.

D. On November 15, 2026, absent action by the Council, this Agreement shall renew on a month-to-month basis, and subject to the City budget for each year including funding for compensation for the City Manager position and subject to Employee being willing and able to fulfill the duties of the City Manager.

Section 3: Termination

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

A. A majority of the Council votes to terminate the Employee at a duly authorized public meeting, with or without cause.

B. If the Employer, citizens or legislature acts to amend any provisions of the City Code or State law pertaining to the role, powers, duties, authority, or responsibilities of the Employee's position that substantially changes the form of government, the Employee or Employer shall have the right to declare that such amendments constitute termination.

C. If the Employer, at any time during the term of this Agreement, reduces the salary or any other financial benefit of the Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following Notice, to comply with any provision herein or to provide any benefit to Employee required hereunder, the Employee may, at his option, be deemed terminated as of the date of such reduction or failure to comply.

D. Either party provides the other with Notice of a breach of contract, and the other party fails to cure such breach within a thirty (30) day cure period.

Section 4: Severance

A. Severance will be paid to the Employee when employment is terminated as defined in Section 3 or Council decides not to renew Employee's contract at the time of its expiration.

B. In the event Employee is terminated by the Council during the term of this Agreement, and during such time as Employee is willing and able to fulfill the duties of the office under this Agreement, the Employer agrees to pay Employee a lump-sum payment (unless otherwise agreed to by Employer and Employee) equal to twelve months' salary, which is the current ICMA Model Employment Agreement recommended severance amount, at the current rate of pay and benefits, including, without limitations, full payment for health insurance, life insurance, vacation leave, sick leave, personal day, and retirement benefits.

C. If the Employee is terminated because of a conviction of a felony, or knowing malfeasance or misfeasance in office, then the Employer is not obligated under any circumstances to pay severance pay and benefits under this section.

Section 5: Resignation

In the event that the Employee voluntarily resigns his position prior to the expiration of the term of this Agreement or any extension thereof, Employee shall provide notice of his intent to resign not less than thirty (30) days prior to the effective date thereof unless the parties agree otherwise. The severance benefits outlined in Section 4 shall not be payable to the Employee if he resigns pursuant to this Section. Employee shall be entitled to his normal accrued vacation leave and retirement benefits, and if applicable, sick leave, personal day, upon termination.

Section 6: Compensation

A. Base Salary. Employee's Base Salary shall be adjusted starting July 1, 2024 based on the results of City's planned wage and compensation study being conducted in fiscal year 2023-24. The City Council may provide Employee with other cost of living adjustments as it otherwise sees fit.

B. Raises or Bonus Pay. Whether to increase Employee's annual base salary or otherwise provide additional compensation from November 16, 2023 through the remainder of this contract shall be in the sole discretion of the City Council. The Council may consider such raises or bonus pay at a meeting of the Council in October of each year of this Agreement.

Section 7: Vacation, Sick Leave, and Personal Day

Employee shall accrue twenty-eight (28) days of vacation annually. Employee shall be entitled to one (1) personal day annually. Employee shall accrue twelve (12) days of sick leave annually, and shall be eligible to accrue and maintain up to but not exceeding 560 hours of sick leave.

The Employee is entitled to accrue all unused vacation leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, sick time, and applicable personal day except as stated in Section 4(C). This entitlement is provided notwithstanding City policy encouraging that available leave be taken for rest and relaxation from the rigors of the job.

Nothing in this provision is intended to nor shall it impact or affect the Employee's ability to carry forward sick time, vacation, and personal time accrued and accumulated prior to the Effective Date.

Section 8: Health, Disability and Life Insurance Benefits

Employer agrees to provide and to pay the premiums for health, disability and life insurance benefits for the Employee and his/her dependents equal to that which is provided to all other employees of the City.

Section 9: Retirement

Employer shall make contributions into the Plan an amount equal to fifteen percent (15%) of the Employee's Base Salary set forth in Section 6(A) as adjusted, if any, pursuant to Section 6(B), provided, however, that the Employer shall not contribute more than the maximum amount allowed by applicable law, regulation or Plan rules. The Plan will conform to all applicable state and federal regulations, including but not limited to those issued by the Internal Revenue Service and the Internal Revenue Code. Employee shall be responsible for any state and federal tax consequences directly or indirectly related to the Employer's contribution made pursuant to this Section. The parties agree to execute any and all documents and instruments required to effectuate the provisions of this section, provided, however, nothing contained herein shall require the Employer to pay more than the amount set forth herein.

Section 10: General Business Expenses

A. Employer agrees to budget for and to pay for professional dues and subscriptions on behalf of Employee necessary for continuation and full participation in national, regional, State, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer. This benefit shall not be deemed a severance benefit under Section 4 of this Agreement.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and related occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ACMA Semi-Annual Conferences, the Arizona League of Cities and Towns, and such other national, regional, State, and local governmental groups and committees thereof in which Employee serves as a member. This benefit shall not be deemed a severance benefit under Section 4 of this Agreement.

C. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee and hereby agrees to reimburse or to pay said general expenses. The Chief Financial Officer is hereby authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, personal affidavits, or payroll contribution. Such expenses may include personal services allowance up to \$200/mo. as well as a monthly care allowance in accord with the City of Tolleson compensation plan. This benefit shall not be deemed a severance benefit under Section 4 of this Agreement.

D. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer agrees to budget for and to pay for the reasonable membership fees and/or dues, travel and subsistence expenses to enable the Employee to become an active member in local civic clubs or organizations. This benefit shall not be deemed a severance benefit under Section 4 of this Agreement.

Section 13: Indemnification

A. Beyond that required under federal State or local law, Employer shall defend, hold 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 or resulting from the exercise of judgment or discretion in connection with the performance of such duties or responsibilities, unless the act or omission involved willful or wanton conduct. In such circumstances, the Employee may request independent legal representation at Employer's expense and the Employer shall not unreasonably refuse to provide such representation or unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by any party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by Employee 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. Any settlement of any claim must be entered only with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

B. Employee recognizes that Employer shall have the right to compromise and settle any claim or suit. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments will continue beyond Employee's service to the Employer as long as litigation is pending.

Section 12: Bonding

Employer shall bear the cost of any fidelity or other bonds required of the Employee.

Section 13: Other Terms and Conditions of Employment

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

B. All provisions of the City Code and the rules and regulations adopted by Employer relating to vacation, sick leave, personal day, retirement contributions, holidays, and other fringe benefits, and working conditions, as they now exist or hereafter may be amended, shall also apply to Employee, unless such benefits are provided for otherwise in this Agreement, in addition to the benefits enumerated herein specifically for the benefit of Employee.

Section 14: Notice

A. The term "Notice" as used in this Agreement means written notice.

B. Any Notice required under this Agreement by its terms or reasonably necessary to fulfill the terms of this Agreement shall be deemed delivered to Employer if such Notice is delivered to the City Clerk at City Hall; and to Employee if such Notice is delivered to his residence according to the address maintained on file at City Hall. Notices shall be by certified mail (addressee only; return receipt requested) or by hand with appropriate return.

C. "Days" in the Agreement signifies calendar days unless otherwise specified.

Section 15: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any existing agreements, prior discussions or representations by or between the parties are merged and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments will be incorporated into and made part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Severability. The invalidity 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 impingement or judicial modification of the invalid provision.

D. Cancellation. This agreement shall be subject to the cancellation provisions of ARS §38-511.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the City of Tolleson has caused this Agreement to be executed in its behalf by its Mayor and attested by its City Clerk, and Reyes Medrano, Jr., has executed this Agreement in his own behalf.

CITY OF TOLLESON, ARIZONA

By: 
Juan F. Rodriguez, Mayor

ATTEST:


Crystal Zamora, City Clerk

EMPLOYEE

By: 
Reyes Medrano, Jr., City Manager

APPROVED AS TO FORM:


Justin Pierce, City Attorney

Certificate Of Completion

Envelope Id: AFE21C5D69A84A23A4CD4BD69BEBD5BC

Status: Completed

Subject: Complete with DocuSign: 10 24 23 City Manager Employment Agreement 11 26 23 to 11 15 26.pdf

Source Envelope:

Document Pages: 7

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Citlaly Salas

AutoNav: Enabled

citlaly.salas@tolleson.az.gov

Enveloped Stamping: Enabled

IP Address: 208.87.239.202

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Citlaly Salas

Location: DocuSign

10/30/2023 10:04:51 AM

citlaly.salas@tolleson.az.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO City of Tolleson

Location: DocuSign

Signer Events**Signature****Timestamp**

Juan Rodriguez



Sent: 10/30/2023 10:08:31 AM

juan.rodriguez@tolleson.az.gov

Viewed: 10/30/2023 4:21:48 PM

Security Level: Email, Account Authentication
(None)

Signed: 10/30/2023 4:22:12 PM

Signature Adoption: Drawn on Device

Using IP Address: 208.87.239.202

Electronic Record and Signature Disclosure:

Accepted: 4/23/2021 5:12:07 PM

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Reyes Medrano



Sent: 10/30/2023 4:22:13 PM

reyes.medrano@tolleson.az.gov

Viewed: 10/30/2023 8:42:14 PM

City Manager

Signed: 10/30/2023 8:42:42 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

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Signed using mobile

Electronic Record and Signature Disclosure:

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ID: a998ffa2-108f-4f03-8ec9-40b5c187d38d

Crystal Zamora



Sent: 10/30/2023 8:42:43 PM

crystal.zamora@tolleson.az.gov

Viewed: 10/30/2023 10:05:19 PM

Carahsoft OBO City of Tolleson

Signed: 10/30/2023 10:05:45 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

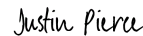
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Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Justin Pierce



Sent: 10/30/2023 10:05:46 PM

justin@pierccoleman.com

Viewed: 10/31/2023 8:58:44 AM

City Attorney

Signed: 10/31/2023 8:58:59 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 10/31/2023 8:58:44 AM

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Citlaly Salas citlaly.salas@tolleson.az.gov Deputy City Clerk Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/31/2023 8:59:00 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/31/2023 8:58:44 AM
Signing Complete	Security Checked	10/31/2023 8:58:59 AM
Completed	Security Checked	10/31/2023 8:59:00 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO City of Tolleson (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Tolleson:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: wjackson@tollesonaz.org

To advise Carahsoft OBO City of Tolleson of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at wjackson@tollesonaz.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO City of Tolleson

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to wjackson@tollesonaz.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO City of Tolleson

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to wjackson@tollesonaz.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Tolleson as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Tolleson during the course of your relationship with Carahsoft OBO City of Tolleson.