

**CITY ATTORNEY
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (Agreement) between the City of Battle Creek, State of Michigan, a Michigan Municipal Corporation (City), and Jill Humphreys Steele (Employee) is entered into this 1st day of October, 2016.

RECITALS

The City desires to continue to retain the services of Jill Humphreys Steele as City Attorney of the City of Battle Creek as provided in Section 5.9 of the Charter of the City of Battle Creek.

It is the desire of the City Commission to provide certain benefits, establish certain conditions of employment, and to set working conditions of Employee.

It is the desire of the City Commission to (a) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and (b) to provide a just means for terminating Employee's services at such time as she may be unable fully to discharge her duties due to disability, with or without accommodation, or when City may desire to otherwise terminate her employ; and

Employee desires to accept employment as City Attorney of City.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, City and Employee agree as follows:

Section I — Licensure

- A. Employee warrants that she is licensed to practice law in the State of Michigan and is a member in good standing of the State Bar of Michigan. In the event Employee is no longer authorized to practice law in the State of Michigan, this Agreement will terminate immediately for cause.

Section II - Term

- A. This Agreement shall remain in effect for an indefinite period of time unless terminated by Employer or Employee as provided in this Agreement.

Section III - Duties

- A. City agrees to employ Jill Humphreys Steele as City Attorney to perform the functions and duties specified in Section 5.9 of the Charter of the City of Battle Creek, and to perform such other legally permissible and proper duties and functions as the City

Commission shall from time to time assign. In consideration for the salary and benefits contained in this Agreement, Jill Humphreys Steele agrees to act as City Attorney and carry out to the best of her ability all the duties imposed upon that office by the City Charter, applicable laws and administrative rules, and such other duties and responsibilities as the City Commission may require of that office.

- B. It shall be the duty of Employee to employ, direct, evaluate and if necessary terminate, as appropriate, all Assistant attorneys and City Attorney office staff consistent with the policies of the City of Battle Creek.

Section IV — Hours of Work

- A. Employee acknowledges that proper performance of her duties will require Employee to generally observe normal business hours and will also require the performance of necessary services outside of normal business hours. Employee agrees to devote the time necessary for full and proper performance of Employer's duties and that Employee's compensation includes compensation for all such services. However, within the above parameters Employer intends that that Employee be permitted flexibility with her schedule and allowed reasonable time off.
- B. Employee agrees to devote full time and effort to her performance of her duties and shall remain in the exclusive employ of Employer; provided that with the prior consent of Employer, Employee may accept outside professional employment which will not in any way interfere with her performance of, or the availability for the performance of, Employee's duties.
- C. Employer encourages Employee to participate in civic and professional organizations as well as attend pertinent seminars, accept speaking assignments which would serve to improve Employee's capacity to perform her duties, and indirectly benefit Employer and the community, subject to rules regarding confidentiality and attorney client privilege.
- D. Unless prohibited by law or ethical requirements, Employee may offer pro bono services in conjunction with the requirements of the State Bar of Michigan without violating this Agreement.

Section V – Ethical Commitment

- A. Neither the governing body nor any individual member shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition or participate in any fund raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality and merit.

Section VI - Termination and Severance Pay

- A. It is understood between the parties that Employee serves at the pleasure of the City Commission and shall be considered an at-will employee of the City. Despite the at-will nature of the relationship the Parties agree to be bound by the provisions in this Section regarding termination.
- B. Employer may terminate this Agreement at any time without notice or payment in lieu of notice for sufficient cause. Sufficient cause means: a conviction of any crime other than a civil infraction traffic offense; misconduct in office or misfeasance, malfeasance or nonfeasance; violation of any of the terms of this contract, or failure to perform the duties of the position.
- C. Employer may terminate this Agreement without the requirement of showing sufficient cause provided Employer pays to Employee a severance amount equal to six month's base salary in a lump sum cash payment or equal monthly payments at Employer's option. Payments shall be made as soon as practical and in accordance with any statutory limitations.
- D. Employee may voluntarily resign her position upon giving not less than 30 days written notice to Employer. The City shall not be obligated to make any severance payment under this Section or Agreement if Employee voluntarily resigns. The notice provisions of this section are not applicable should Employee be elected or appointed to judicial office.
- E. In the event of death of Employee, this contract shall be regarded as automatically terminated and the City shall not be obligated to make any severance payments under this Agreement.
- F. In the event of partial or full disability of the Employee which prevents the Employee from carrying out the duties of the City Attorney, with or without accommodation, the City may, at its option, terminate this Agreement after a six month period of Employee being unable to carry out those duties. Any termination notice shall be given to Employee, or to Employee's spouse or legal representative in the event that Employee is or may be unable to read or understand the notice. In the event of termination of this Agreement under this provision, the City shall not be obligated to make a severance payment. Upon exhausting any unused earned vacation days, the City shall pay up to six months of Employee's salary as adjusted to comply with the City's disability benefit provisions then in place and applicable to non-represented employees.

- G. If employment is terminated for any reason, Employee shall be compensated for salary and benefits accrued through the date of termination and shall retain the monies and benefit of all ICMA/RC Retirement Fund monies the City previously contributed through the date of termination.

Section VII - Salary

- A. City agrees to pay Employee for her services rendered pursuant to this Agreement an annual base salary of \$114,146.00, payable in installments at the same time other employees of the City are paid, effective upon execution of this Agreement.
- B. Employee shall be evaluated on an annual basis. The evaluation process is set forth in Addendum A attached and incorporated into this Agreement. If during the annual review, Employee receives from the full City Commission a rating of Meets Expectations or Exceeds Expectations as set forth in Addendum A, then on the 1st of October each year of this Agreement the City shall increase Employee's base salary in an amount equal to the cost of living increase given to all non-represented City employees for that year, provided such an increase is given at all.
- C. Periodically, the City shall review the relationship of Employee's salary to the salaries or compensation of other staff in the City Attorney office to ensure that appropriate correlations and separations are maintained between the City Attorney's salary and that of the staff that reports to Employee.
- D. City agrees to make a contribution to the Employee's ICMA/RC Retirement Fund in an amount equal to six and one-half percent (6.5%) of Employee's base salary, not to exceed the caps and limitations of the Economic Growth and Reconciliation Act of 2001, as amended, paid at the rate of 1/26th of the annual contribution biweekly during the employment of Employee, but not during any period of severance payments.
- E. Employee shall be entitled to all benefits provided to the non-represented employee group as set forth in provisions of the City Charter and City Administrative Code, including but not limited to health and dental insurance, longevity pay, holidays, vacation leave, disability and health insurance, term life insurance and other fringe benefits, and working conditions as they now exist or hereafter may be amended, in addition to benefits enumerated specifically in this agreement for the benefit of Employee, except as otherwise modified by this Agreement. Benefits shall be consistent with Employee's initial date of hire with City (April 6, 2009).
- F. City grants to Employee pension benefits with MERS as provided to employees of the City of Battle Creek in Division 15, City Manager, of the City Pension Plan, which the City recognizes as a separate and distinct division for pension benefits.

- G. Employee is required to participate in the Retirement Health Savings Plan provided by the City, subject to the terms and conditions set forth in the plan document.
- H. City agrees that each year a committee of the City Commission, appointed by the Mayor, will meet with, evaluate and communicate an evaluation to Employee. Goals and objectives for Employee will be set after receiving input from other City Commissioners, City Administrative staff, and the Employee.
- I. In conformity with the Michigan Open Meetings Act, MCL 15.268(a) Employee requests that the City Commission or any committee appointed to evaluate the Employee meet in Closed Session for all purposes permitted under the statute.

Section VIII – Expenses

- A. City agrees to reimburse Employee for her reasonable and necessary expenses incurred in the discharge of her function as City Attorney, including but not limited to travel, meals, lodging and those expenses incident thereto under the same terms and conditions as employees are permitted such reimbursement under the rules and regulations of the City. Such expenditures shall be limited by amounts budgeted for such expenses with the budget of the Office of City Attorney.

Section IX — Professional Development

- A. Employee shall be entitled to attend seminars and conventions relating to municipal law or other areas of law involved in discharging the responsibilities of the Office of City Attorney. City shall reimburse Employee for actual expenses in connection with such seminars and conventions in the manner and as limited in section 5.1, up to the amount authorized for conventions and seminars in the budget of the Office of the City Attorney.

Section X – Dues and Subscriptions

- A. The City Commission agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for her membership in the State Bar of Michigan, the American Bar Association, the Calhoun County Bar Association, and such other professional organizations up to such amounts as may be approved from time to time for such dues payments in the budget of the Office of the City Attorney.

Section XI - General Provisions

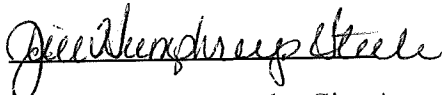
- A. This Agreement shall inure to the benefit of the heirs at law and executors of Employee as designated.

- B. This document and any appendices or addendums shall constitute the entire Agreement between the parties.
- C. If any provision contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect, unless the consideration of either party is materially impaired.

The Parties voluntarily enter into and sign this Agreement. The City has executed this Agreement by its Mayor and duly attested by its City Clerk.

EMPLOYEE

CITY OF BATTLE CREEK:



Jill Humphreys Steele, City Attorney



David Walters, Mayor

ATTESTED:



Victoria L. Tigges-Houser, City Clerk

ADDENDUM A

CITY ATTORNEY EVALUATION PROCESS

Evaluation Participants

An Evaluation Committee of the City Commission shall conduct an annual review of the City Attorney. Employee shall timely prepare reports for the Evaluation Committee of the work conducted by the City Attorney and her staff in accordance with the City Attorney Performance Measures document. The Evaluation Committee shall prepare and conduct surveys of selected senior city staff and the City Commission as a whole regarding the work performed by Employee and her office.

Evaluation Timeline

Work on the City Attorney review process shall be conducted so that it is complete by October 1 of each year.

Performance Rating

Surveys for selected city staff and City Commissioners will be prepared by the Evaluation Committee with performance ratings set as follows:

<u>Rating</u>	<u>Score</u>	<u>Compiled Range</u>
Exceeds Expectations	3	2.34 - 3.0
Meets Expectations	2	1.73 - 2.33
Needs Improvement (to be specified)	1	1.0 - 1.72
Not Enough Information to Rate		

Eligibility for Cost of Living Increase

Employee shall be entitled to receive a cost of living increase in her base salary in accordance with the terms of this Agreement if the City Commission survey compiled average rating for her performance in a year falls in either the Meets Expectations or Exceeds Expectations ranges.