

**AT-WILL EMPLOYMENT CONTRACT BETWEEN CITY OF LARAMIE AND
JANINE JORDAN AS CITY MANAGER**

1. **Parties.** This Contract is made effective January 1, 2020, between the City of Laramie, Wyoming, a Wyoming municipal corporation (“City”), whose address is City Hall, 406 Ivinson Street, Laramie, Wyoming 82070 and Janine Jordan (“City Manager”), who has been City Manager of Laramie since 2008 under various contracts and amendments. In consideration of the below mutual obligations, City and City Manager agree to the following:

2. **Purpose of Contract.** The purpose of this Contract is to continue an at-will employer-employee relationship for Janine Jordan to perform the services of City Manager. The parties agree that City Manager is an at-will employee of the City and Council and nothing in this Contract creates an expectation of continued employment. The at-will nature of City Manager’s employment can only be altered by a written document approved by the City Council which specifically states it is altering the at-will nature of this Contract.

3. **Term of Contract.** The obligations of this Contract begin on January 1, 2020, and shall continue unless this Contract is terminated pursuant to the provisions of Paragraph 5 of this Contract.

4. **Payment.**

4.01. **Salary.** City shall pay City Manager a total annual salary \$148,557.93 payable in installments at the same time that the other employees of the City are paid, along with additional benefits as set forth in this Contract. City shall make normal withholdings as required by law from City Manager's salary. City Manager shall also be eligible for and receive the raises that may from time to time be granted all City employees.

4.02. **Vehicle Allowance.** City shall pay City Manager \$500 per month as a vehicle allowance. City Manager shall acquire and maintain a vehicle during the term of this Contract and shall be responsible for paying liability, property damage, and comprehensive insurance coverage upon that vehicle and all other expenses attendant to that vehicle. City shall also reimburse the City Manager the standard mileage rate that other City employees receive for any business uses of the vehicle.

4.03. **Travel Expenses.** Any required travel for City Manager in the performance of this Contract shall be reimbursed at the standard employee rate.

4.04. **Other Benefits.** Except as otherwise provided in this Contract, City Manager shall be entitled to the same level of benefits that are enjoyed by City Department Directors as provided in the Employee Handbook or practice.

4.05. **Professional and Civic Development.** City will budget and pay for the civic and professional membership dues and subscriptions of City Manager necessary for City Manager's membership and participation in national, regional, state and local

associations necessary and desirable for City Manager's continued professional participation, growth and advancement, and for the good of City. Developing and maintaining professional association contacts and standing provide City access to valuable resources, and the reasonable participation and related travel by City Manager as provided for in the annual budget will be part of the City Manager's duties.

4.06. Contribution to 457 Plan. The City shall contribute up to \$9,500 each year, payable in a monthly installment, as a match of the City Manager's contribution into the City Manager's IRS §457 personal retirement account. This payment is only required as a match; City's obligation therefore depends on City Manager making matching contributions. The account must be established by the City Manager and retained during her employment for receipt of this benefit.

4.07. Continuation Pay.

City shall pay City Manager continuation pay of \$10,000 each year, payable in equal monthly installments. City will make normal withholdings from that payment as required by law.

4.08. Wyoming Retirement Contribution.

City shall pay City Manager an additional .88% above the normal employer-required contribution for its other City employees.

5. Termination of Contract.

5.01. Termination by City Manager

City Manager may terminate this Contract for any reason or for no reason by giving the City 60 days' written notice of termination. The parties' obligations under this Contract will terminate 60 days after that written notice, and the City Manager shall during that 60 day notice period continue to fulfill all obligations of the City Manager under this Contract. If City Manager terminates this Contract, the City will owe City Manager nothing beyond her salary and benefits and continuation pay through her last day of work, and such accrued vacation and leave time as would be payable to any other employee upon termination of employment.

5.02 Termination by City

5.02.01 Method of Termination by City

The City may only terminate this Contract through a majority vote of the full membership of City Council, whether such termination is with or without cause.

5.02.02 Termination For Cause by City

The City may terminate this Contract for cause if the City Manager is convicted of a felony or any crime involving dishonesty, or if City Manager commits a material breach of this Contract. City agrees to give City Manager written notice and opportunity to cure a material breach, if the breach is capable of cure. If the City terminates this Contract for cause, the City will owe City Manager nothing beyond her salary and benefits and continuation pay through her last day of work, and such accrued vacation and leave time as would be payable to any other employee upon termination of employment. Particularly, without limiting the foregoing, City Manager will not be entitled to any severance pay or benefit.

5.02.03 Termination Without Cause by City

The City may terminate this Contract without cause by giving the City Manager written notice of that termination. If the City terminates this Contract without cause, the City shall pay City Manager her salary and benefits and continuation pay owing through her last day of work, and such accrued vacation and leave time as would be payable to any other employee up on termination of employment, and City Manager shall receive the following severance pay and benefits:

5.02.03.01 As severance pay, a total of \$140,000. This will be paid in 12 equal monthly installments after the effective date of termination, and the City will make normal withholdings as required by law.

5.02.03.02 To assist City Manager in maintaining health insurance, City will, for a maximum of 12 months after the effective date of termination, reimburse the City Manager for her share of COBRA payments she makes to maintain health coverage through the City's plan. This payment will be made monthly, only upon receiving from City Manager proof of that month's COBRA payment by her. This benefit/payment will end after 12 months of reimbursement, or sooner, if City Manager obtains health benefits from another employer or otherwise.

6. Responsibilities of City Manager.

6.01. General Duties

City Manager will plan, organize, control the direct operation of the City providing support for the City Council, vision for the organization and representing the City as the Chief Executive for the overall leadership and direction of the entire City government

and the policies of the City Council. City Manager shall perform the following duties and responsibilities:

- 6.01.01.** Assume full management responsibility for all City services including community resources and public information, public works, parks and recreation, police, fire, finance and administration and human resources policy and procedures.
- 6.01.02.** Ensure that all laws and ordinances are observed and enforced within the City including but not limited to public health, comfort and safety.
- 6.01.03.** Attend all meetings of the City Council and may recommend necessary and expedient measures.
- 6.01.04.** Control, manage and implement the rates set by the City Council for water and wastewater utility which is owned and operated by City.
- 6.01.05.** Perform all duties imposed by City Council as determined by a majority vote of the Council and in accordance with the City Council Code of Conduct. All members of Council will be advised by the City Manager in a timely manner of actions taken and directions given to staff.
- 6.01.06.** Keep City Council fully advised of City's financial condition and future needs.
- 6.01.07.** Serve as City's purchasing agent.
- 6.01.08.** Authority to appoint and remove any employee of the City including but not limited to the chief of the fire and police department and city clerk.
- 6.01.09.** Implement rules and regulations for the efficient economic conduct of the business of the City.
- 6.01.10.** Negotiate contracts and solutions on a variety of administrative and special projects; analyze and prepare recommendations for contract requests and monitor contract budgets.
- 6.01.11.** Participate on a variety of boards and commissions; and attend and participate in professional groups and committees.
- 6.01.12.** Respond to and resolve difficult and sensitive citizen inquires and complaints including citizen complaints or inquires forwarded by City Council to City Manager and update City Council on those complaints or inquires forwarded to City Manager to resolve including providing to City Council a copy of any correspondence in response to the complaints or inquires.
- 6.01.13.** Meet with citizens to review and resolve service and other issues.

6.01.14. Plan, organize, control and direct the overall City Department Directors by providing overall priorities and objectives; monitor activities of the entire City organization and assure City Council directives are properly implemented and monitored.

6.01.15. Supervise all City staff through City Department Directors; oversee personnel actions of the City including interview and selection, transfers, reassignment, termination and discipline of employees.

6.01.16. Coordinate preparation of City budget for City Council approval and provide proper monitoring of the budget on an on-going basis.

6.01.17. Provide direct support to the members of City Council with a variety of activities such as providing leadership information as requested; assist City Council members in drafting and facilitating the development of City policy including plans and regulations.

6.01.18. Maintain close contact with community groups and organizations; develop community relations programs; and represent City to news media.

6.01.19. Represent City to Federal, State and local governmental entities and agencies; communicate with State and Federal officials and legislatures regarding the City's viewpoint on pending City administration or legislation and meet with representatives of agencies and outside entities to develop formal and informal agreements between City, State and local governments and private interests as issues arise.

6.01.20. Assure the financial soundness and integrity of City to capably meet commitments and to maximize the delivery of services to citizens.

6.01.21. Provide leadership and directions in such areas as major long-range capital programs.

6.02. City Manager Use of Designees

The parties agree the City Manager cannot personally perform every duty set forth in Paragraph 6.01 of the Contract, and therefore City Manager may designate competent City employees to perform those duties, under City's Manager's control and supervision.

6.03. Hours of Work

The parties agree the City Manager must devote a great deal of time outside normal office hours on business for the City, and City Manager shall therefore be allowed to establish an appropriate work schedule. City Manager agrees to devote her working hours to the performance of this Agreement. City Manager agrees to devote

sufficient time, both during normal working hours and otherwise, to perform her duties. City Manager agrees that she is an executive employee, exempt from overtime compensation provisions of the Fair Labor Standards Act.

6.04. Outside Activities.

City Manager may perform temporary, outside remunerative activities, including but not limited to, teaching, writing or consulting, as long as it will not in any way impair her performance of this Contract or her performance as City Manager.

6.05. Evaluation of Performance and Compensation.

City Council may evaluate the performance and/or the compensation of City Manager each year. City Manager shall receive cost-of-living salary increases to the same extent as other employees of City. The performance and compensation evaluation of City Manager shall be in accordance with specific criteria developed by City Manager and approved by City Council. The criteria may be added to or deleted from as City Council may from time to time determine, in consultation with City Manager. The criteria shall include an assessment of City Manager achieving the annual goals and objectives of the City Manager as determined in Paragraph 6.06 of this Contract. All City Council members shall complete annually the agreed upon evaluation form/criteria for the performance and compensation evaluation of the City Manager and forward to the Mayor. The Mayor shall provide City Manager and City Council members with a summary written statement of the findings of City Council and provide an adequate opportunity for City Manager to discuss the performance and compensation evaluation with City Council.

6.06. Goals and Objectives. City Manager shall each year prior to her annual review/evaluation define goals and performance objectives necessary for the proper operation of the City and in attainment of City Council's policy objectives and shall prioritize those various goals and objectives. The goals and objectives shall be attainable within the time limitations as specified within the work plan encapsulated within the annual budget of the City and shall be memorialized in writing and approved by City Council upon the approval of the annual budget.

6.07. Other Terms and Conditions of Employment. City shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of City Manager provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract.

7. General Provisions.

7.01. Amendments. This Contract cannot be amended excepted by written document approved and signed by City Council and City Manager, which document states it is specifically amending this Contract.

7.02. Applicable Law/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be in the Second Judicial District, Albany County, Wyoming.

7.03. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The City Manager shall not use this Contract, nor any portion thereof, for collateral for any financial obligation.

7.04. Compliance with Laws. The City Manager shall keep informed of and comply with all applicable Federal, State and local laws and regulations in the performance of this Contract, including all ethical standards governing City Manager's employment.

7.05. Entirety of Contract. This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

7.06. Kickbacks. The City Manager certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract.

7.07. Notices. All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail or delivery in person.

7.08. Ownership of Documents/Work Product. All documents, reports, records, field notes, materials, and data of any kind resulting from performance of this Contract are at all times the property of City.

7.09. Sovereign Immunity. City does not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns under Wyoming or federal law.

7.10. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract.

7.11. Nondiscrimination. The City Manager shall comply with all federal, state and local laws, regulations and ordinances prohibiting discrimination against all protected persons, and shall assure no person is discriminated against because of that person's status as a member of a protected class.

7.12. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this contract.

7.13. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

7.14. Time is of the Essence. Time is of the essence in all provisions of this Contract.

IN WITNESS WHEREOF, the Laramie City Council has caused this contract to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and City Manager through their duly authorized representatives has signed and executed this Contract, the day and year first written above.

Joe Shumway,
Mayor and President of Laramie City Council

ATTEST:

Nancy Bartholomew,
City Clerk

City Manager:

Janine Jordan,
City Manager of Laramie

Date