

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this ____ day of May, 2013, by and between Judith R. Baumann, hereinafter referred to as “Baumann,” and the City of Tempe, an Arizona municipal corporation, hereinafter referred to as the “City.”

In consideration of the mutual promises, covenants and undertakings set forth below, the parties do hereby agree as follows:

1. Baumann agrees to faithfully perform the functions and duties of City Attorney.
2. The City agrees:
 - a. To provide Baumann with an annual base salary of \$145,600.
 - b. To establish a salary range for the position of City Attorney of \$145,600 to \$176,800.
 - c. To give Baumann the citywide step increases and cost of living increases as they apply to all City employees at the beginning of each new fiscal year (starting July 1, 2014). Also, as with all City positions, the City Attorney’s salary range will be adjusted at that time by the amount of the cost of living increase, or by any applicable compensation study.
 - d. To provide Baumann with exempt leave in accordance with the Personnel Rules & Regulations.
 - e. To provide Baumann with all sick and vacation leave accrued to date, and the same medical, dental and vision coverage as other City employees, including Mediflex contribution based on 5+ years of service, and annual medical examinations as provided to other department managers.
 - f. To reimburse Baumann for all City business and related expenses in accordance with City policy.
 - g. To give Baumann severance pay equal to six (6) months of her base salary and one hundred percent (100%) of her accrued sick and vacation leave if she is involuntarily terminated. Such severance does not apply if Baumann is involuntarily terminated for committing acts that would constitute willful misconduct, fraud, corruption, or moral turpitude.
 - h. To provide Baumann with life insurance at one and one-half times her annual base salary, and Accidental Death and Dismemberment insurance at one time her annual base salary.

- i. To provide that Baumann shall continue to participate in the Arizona State Retirement System (ASRS) as other eligible City employees, and provide Baumann with annual pension contributions equal to ten percent (10%) of her base salary to be paid to her deferred compensation plan.
- j. To provide Baumann with all other benefits and allowances consistent with what is provided to other City department managers.
- k. To allow Baumann to engage in outside writing, speaking, teaching and training activities so long as such activities are in accordance with the City's Personnel Rules and Regulations and do not conflict with her duties as City Attorney.
- l. To provide Baumann with reimbursement for all registration, travel and per diem expenses associated with conferences and professional meetings related to City business or professional training, and continuing education, in accordance with City laws, rules and regulations, and dues and subscriptions for professional organizations and periodicals.
- m. To provide Baumann with twelve (12) months from the date of this Agreement to allow her time to sell her current home and move her residence into Tempe.
- n. To provide Baumann with a lump sum of \$5,000 for her service as interim City Attorney as set forth in Contract No. 2013-14.

IN WITNESS WHEREOF, the parties have set their hands on this ____ day of May, 2013.

CITY OF TEMPE, a municipal corporation

By: _____
Mark W. Mitchell, Mayor

ATTEST:

Brigitta M. Kuiper, City Clerk

Judith R. Baumann, City Attorney