

# Employment Agreement

This AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF DAVENPORT, IOWA, a municipal corporation, (hereinafter called “Employer”) and CORRIN B. SPIEGEL, (hereinafter called “Employee”) an individual who has education, training and experience in local government management and who, is or will become a member of ICMA and shall conduct herself in accordance with the ICMA Code of Ethics.

WHEREAS, Employer wishes to retain Employee based upon her qualities and qualifications for the position of City Administrator;

WHEREAS, Employee wishes to be employed in the capacity of City Administrator;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Employer and Employee agree as follows:

## **1. Term**

This agreement shall remain in full force in effect from the date first written above until terminated by the Employer or Employee as provided in Section 8, 10 or 18(F) of this Agreement.

## **2. Duties and Authority**

Employer agrees to employ CORRIN B. SPIEGEL as CITY ADMINISTRATOR to perform the functions and duties specified in City Code of Davenport, Iowa and to perform other legally permissible and proper duties and functions.

## **3. Compensation**

Employer agrees to pay Employee an annual base salary of \$178,000 payable in installments at the same time that the other management employees of the Employer are paid. Said annual base salary may be adjusted by Council within the annual budget approval process or at any other time Council deems appropriate. Additionally, Employer agrees to increase the Employee’s base salary each year by the general wage increase, if any, granted to department directors of the Employer at the same time the department directors receive their increase.

## **4. Deferred Compensation, Health, Disability and Life Insurance & Other Employee Benefits**

Employee shall receive the same health, disability, and life insurance benefits and other employee benefits, including vision, dental, RHSP account, tuition reimbursement, IPERS contribution, technology allowance, on the same terms and conditions as the department directors. Employee shall receive deferred compensation at the rate of 6% of her base salary.

## **5. Vacation and Sick Leave**

Employee shall receive the same vacation, sick, and other leave benefits as the department directors.

## **6. Automobile Allowance**

Employee will receive \$488 per month payable on the first paycheck of the month to compensate her for business travel using her motor vehicle in lieu of reimbursement at the IRS rate.

## **7. Professional Training/Dues**

A. As authorized by budget, Employer agrees to pay reasonable dues and subscriptions of the Employee necessary for continuation and full participation in the national, regional, state, and local associations and organizations customary to Employee's profession.

B. Employer agrees to budget for and to pay for reasonable travel (including registration fees) and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including, but not limited to, the Harvard Kennedy School of Government Senior Executives in State and Local Government program, ICMA Annual Conference, IEDC conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

## **8. Termination Attributable to Employer**

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

- A. Seven Alderman on the Davenport City Council vote to terminate the Employee at a duly authorized City Council meeting, regular or special, so long as a related agenda item appears on the posted agenda.
- B. If the Employer reduces the base salary or other compensation or other benefits described in Sections 3, 4, 5 or 6 above of Employee, unless it is reduced in no greater percentage than the average reduction of all department directors. Employee must elect in writing to treat this occurrence as termination within 30 days of the effective date of the action.
- C. If the citizens or Iowa General Assembly amend any provisions of the city charter or other "form of government" enabling legislation pertaining to the role and authority of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination. She must make this election within 30 days of the effective date of any such change.
- D. A material breach by Employer of the express terms of this Agreement declared by Employee within 30 days of its occurrence. Employer shall have 60 days to cure any breach after receiving written notice from Employee declaring and specifying the breach.
- E. A standing request by at least five Council Members that the Employee resign. Employee must elect in writing to treat this occurrence as termination within 30 days of the request to resign being made that brings the aggregate total to five Council Members.

## **9. Severance**

Severance shall be paid to the Employee only when employment is terminated as set forth in Section 8 above. However, Employee is not entitled to any severance when “good cause” exists for the termination. “Good Cause” means: 1) conviction – regardless of whether judgment is deferred - of a felony or aggravated misdemeanor or any public offense regardless of classification evincing moral turpitude or that is similarly injurious to the image of the City of Davenport as determined by the City Council; 2) corruption; 3) willful misconduct (generally, intentionally and knowingly doing something that is wrongful and/or against city policy or Council directives; intentionally and knowingly refraining from taking lawful action as directed by the Council; and/or intentionally engaging in behavior that violates the standard of conduct that Employer can rightfully expect from Employee); 4) habitual nonperformance of duties following notice to correct; or 5) expulsion from ICMA membership.

Except when Good Cause exists, if the Employee is terminated as set forth in Section 8 above, the Employer shall provide severance pay by continuing to pay Employee her base salary in an amount up to eight month’s base salary as Severance on the terms and conditions set forth immediately below. Severance will be paid in up to two equal, lump sum installments each representing four months’ worth of base salary. The first installment will be paid within three weeks after the date of termination. The second installment will be paid within one week after the 4-month anniversary of the termination, but only if Employee has not secured employment as an administrator or manager or substantially similar position elsewhere.

Employer will cover Employee’s COBRA premium to continue her single or family health, dental and vision coverage (subject to changes in coverage for all department directors) for up to one year on a monthly basis so long as Employee has not begun substantially similar employment.

In the case of termination as specified in Section 8(D) above, Employee’s damages shall be limited to the Severance paid pursuant to this Section.

## **10. Resignation**

Employee has the right to resign without the Employer seeking damages for early termination. In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide a minimum of 30-days’ notice unless the parties agree otherwise. In the case of resignation, Employee shall not be entitled to any severance unless the circumstances are described in Section 8(E) above.

## **11. Performance Evaluation**

Employer (Council and Mayor) shall annually review the performance of the Employee each June subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employee, Mayor, Human Resources Director, and two Council Members (if more than two Council Members volunteer to help design the process, they will be chosen by drawing straws with the longer straws winning). The process at a minimum shall include the opportunity for all Council Members, Mayor, and Employee to meet and discuss the evaluation. Employee shall evaluate department directors on at least an annual basis.

## **12. Hours of Work**

It is recognized that the Employee must devote a great deal of time outside normal office hours on business for the Employer, and to that end Employee shall enjoy reasonable flexibility in setting her own work hours.

## **13. Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee, with the Mayor's or two Council Member's written consent, may elect to accept limited paid teaching, paid consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with, a conflict of interest to, or be detrimental to her responsibilities under this Agreement or to the City.

## **14. Indemnification**

Employer will defend and indemnify Employee in accordance with Iowa Code Chapter 670.

## **15. Bonding**

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

## **16. Other Terms and Conditions of Employment**

A. Employer, in consultation 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 this Agreement or any federal, state, or local law.

B. Employee shall maintain residency in Davenport.

## **17. Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United State Postal Service, postage prepaid, addressed as follows:

EMPLOYER:

CITY ATTORNEY  
City of Davenport  
226 W 4<sup>th</sup> Street  
Davenport, IA 52801

EMPLOYEE:

Corrin B. Spiegel

1510 Shamrock DR  
Davenport, IA 52807

Alternatively, notice required pursuant to the Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of the transmission in the United States Postal Service.

## **18. General Provisions**

A. Integration. The Agreement sets forth and establishes the entire understanding between the Employer and Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into 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 shall be incorporated and made a 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 expungement or judicial modification of the invalid provision.

D. State of Iowa. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to City.

E. Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of a party, failure or delay by either party at any time to require performance by the other party or to claim a breach of any provision of the contract shall not be construed as affecting any subsequently obtained right to require performance or to claim a breach.

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F. Breach by Employee. A material breach of this Agreement by Employee that goes uncured for 60 days after the date of receipt of a declaration of said breach, in addition to any other remedy Employer may have, allows the Employer the option to cancel this Agreement without any compensation or payment of severance to Employee.

IN WITNESS WHEREOF, the parties enter into this Agreement as of the date first written above.

City of Davenport

\_\_\_\_\_  
Corrin B. Spiegel  
City Administrator

By \_\_\_\_\_  
Frank Klipsch, Mayor

STATE OF IOWA            )  
  ) ss:  
COUNTY OF SCOTT        )

Sworn to and subscribed before me, a notary in and for said county and state, by \_\_\_\_\_,  
to me personally known, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

STATE OF IOWA        )  
                                  ) ss:  
COUNTY OF SCOTT )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Iowa, personally appeared FRANK KLIPSCH, to me personally known, and, who, being duly sworn, did say that he is the Mayor of the City of Davenport, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the legislative action item adopted by the City Council, under No. \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and that \_\_\_\_\_ acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed

\_\_\_\_\_  
Notary Public