

**City of North Liberty
Employment Agreement – City Attorney**

This agreement, made and entered into October 9, 2018, by and between the City of North Liberty, State of Iowa, a municipal corporation hereinafter called “Employer,” and Douglas S. Dorando, hereinafter called “Employee,” each of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Douglas S. Dorando as City Attorney of the City of North Liberty, as provided by Chapter 20 of the North Liberty Municipal Code; and

WHEREAS, it is the desire of the City Council of North Liberty, hereinafter called “Council,” to provide certain benefits, establish certain conditions of employment and to set working conditions of said employee; and

WHEREAS, it is the desire of the Council to secure and retain the services of the Employee and to provide a means for terminating Employee’s services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to serve as City Attorney of North Liberty;

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

Section 1: Duties

Employer agrees to employ Douglas S. Dorando as City Attorney of Employer, beginning no later than November 1, 2018, to perform the functions and duties specified by the North Liberty Municipal Code, and to perform other duties and functions as assigned.

Section 2: Term of Contract

- A. This agreement shall be for an indefinite time.
- B. Nothing in this section shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 3, Paragraphs A and B of this agreement.
- C. Nothing in this section 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 3, Paragraph C.

Section 3: Termination and Severance Pay

- A. In the event Employee is terminated by the City Council during such time as Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to four months' aggregate salary, health and dental insurance benefits, and deferred compensation, and, in the event the Employee is terminated within four months of a City election, an additional four months' aggregate salary, health and dental insurance benefits, and deferred compensation; provided, however, that in the event Employee is terminated for cause, Employer shall have no obligation to pay the aggregate severance designated in this paragraph. Cause is defined as but not limited to: Employee's theft or misappropriation of the City's property or Employee's dishonesty; Employee's failing to cure or correct after receiving specific written notice from the City of the areas of material incompetence or inefficiency; Employee's material violation of the City's rules, regulations, or policies; Employee's willful neglect of duty; Employee's conviction of a crime or immoral act which would materially damage the reputation of the City or affect the performance of his duties; or Employee's malfeasance in office.

- B. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, the Employee may, at his option, be deemed to be "terminated" at that date of such reduction or such refusal to comply within the meaning and context of the severance pay provision.

- C. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer four weeks' notice in advance, unless the parties otherwise agree in writing. In the event that the Employee voluntarily resigns, the severance provision set forth above does not apply.

Section 4: Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, or for twenty working days over a thirty working day period, Employer shall have the option to terminate this agreement, subject to the severance pay requirements in Section 3, paragraph A. However, Employee shall be compensated for any accrued sick leave, vacation, and other accrued benefits.

Section 5: Salary

- A. Effective no later than November 1, 2018, Employer agrees to pay Employee for his services an annual base salary of \$125,000, payable in equal installments at the same time as other employees of the Employer are paid.

- B. In addition, the Employer agrees to increase said base salary or other benefits of

Employee in such amounts and to such extent as the Employer in its discretion may determine that is desirable to do so on the basis of an annual performance evaluation and salary review of said Employee.

Section 6: Performance Evaluation

- A. The Council, Mayor and City Administrator shall review and evaluate the performance of the Employee at least once annually. Said review and evaluation will be fair and reasonable based on the Employee's job description and job performance based on criteria developed by Employer. Further, the Council shall provide the Employee with a summary written statement of the findings of the Council and provide an adequate opportunity for the employee to discuss his evaluation with the Council.
- B. Annually, the Council, Mayor, City Administrator and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this section, the Council and Employee mutually agree to abide by the provisions of the applicable law.

Section 7: Hours of Work

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed appropriate flexibility in his normal office hours, as approved by the City Administrator.

Section 8: Auto Allowance

The Employer will provide a monthly auto allowance in the amount of \$200, in lieu of a mileage reimbursement, intended to cover the expenses related to City business conducted within, and up to 20 miles outside of, the City's limits.

Section 9: Vacation, Sick, Personal Leave Days

- A. The Employee shall be credited 40 hours of vacation leave upon employment and 120 hours of vacation leave annually on Employee's anniversary date for five years. After five years, Employee shall accrue vacation at a rate of 160 hours per year, and all subsequent increases defined in the policy.
- B. The Employee shall be credited 96 hours of sick leave upon employment and shall accrue sick leave after his first year of employment at the same rate as other administrative employees of the Employer.

C. The Employee shall be awarded personal time at the same rate as other administrative employees of the Employer.

Section 10: Disability, Health and Life Insurance

Employer agrees to make required premium payments for insurance policies such as disability, health and life that the Employer may now or hereafter have in affect for its employees and pay the premiums thereon equal to that which is provided to all other administrative employees of the Employer.

Section 11: Retirement Benefits

Employer agrees to pay its share of IPERS in accordance with applicable state laws and regulations.

Section 12: Dues and Subscriptions

Employer agrees to budget and pay for the professional dues and subscriptions for Employee, specifically the Johnson County Bar Association, Iowa State Bar Association, the Iowa League of Cities, the Iowa Municipal Attorneys Association Management, and International Municipal Attorney Association. The City may, in its discretion, also pay for additional professional dues and subscriptions for Employee.

Section 13: Professional Development

Employer hereby agrees to budget and pay for reasonable travel and subsistence expenses of Employee for the Annual Conference of the Iowa Municipal Attorneys Association and the International Municipal Attorney Association. Employer may, in its discretion, also pay for reasonable travel and subsistence expenses of Employee for additional professional and business travel, meetings and occasions adequate to continue the professional development and education of Employee and to adequately pursue necessary official and other functions of the Employer. Further, Employer, in its discretion, may agree to reimburse Employee for the basic membership costs for legal and civic organizations in North Liberty and Johnson County, so long as there is determined to be a public benefit for Employer in being represented in said organizations.

Section 14: Indemnification

Employer shall defend, save 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 the City Attorney. Employee will fully cooperate with the City in the settlement, compromise, preparation of defenses, or trial of any such claim, action, or suit. Employer will compromise and settle such claim or suit and pay the amount of any settlement or judgment rendered thereon. This provision does not apply to acts of the Employee outside the scope of his employment with the City or acts done willfully or recklessly not of the Employer's best interest.

Section 15: Bonding

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

Section 16: Other Terms and Conditions of Employment

Employer, in consultation with the Employee, may fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City charter or any other law.

Section 17: Cellular Phone Allowance

Employer agrees to either provide the Employee with a \$90 monthly cellular phone allowance (shall include “smart phone” capacity) or pay directly to the provider for the same service, as determined by the Employee.

Section 18: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer: City Administrator
3 Quail Creek Circle
PO Box 77
North Liberty, Iowa 52317

Employee: Douglas S. Dorando
3851 Mission Hills Road, Unit 206
Buffalo Grove, IL 60089

Alternatively, notices required pursuant to this 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 transmission in the United States Postal Service.

Section 19: General Provisions

- A. No change, modification or waiver of any term of this agreement shall be valid unless it is in writing and signed by both parties. This agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties.
- B. This agreement shall become effective commencing October 9, 2018.
- C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or

portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. This contract was jointly drafted by the parties and shall not be construed for or against either party. Iowa law will apply to its interpretation.

IN WITNESS WHEREOF, North Liberty, Iowa, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, on the day and year first above written.

EMPLOYER

EMPLOYEE

Terry L. Donahue-Mayor
City of North Liberty

Douglas S. Dorando-Employee

ATTEST:

Tracey Mulcahey, City Clerk

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry L. Donahue and Tracey Mulcahey, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of North Liberty, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the municipal corporation; and that the instrument was signed and sealed on behalf of the municipal corporation by the authority of its City Council, as contained in Resolution No. _____ of the City Council on the _____ day of October, 2018; and that Terry L. Donahue and Tracey Mulcahey acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on this ____ day of October, 2018, by Douglas S. Dorando, Employee.

Notary Public in and for the State of Iowa