



AGENDA
TENNESSEE CITY MANAGEMENT ASSOCIATION
BOARD OF DIRECTORS – SPECIAL CALL MEETING
November 21, 2017 – 1:00 PM (Central)
Meeting Conducted Via
Conference Call (719-284-5624, PIN 51292) or By Email Voting as
Authorized Under ARTICLE V, Section 3 of the By-Laws

1. Roll Call
2. New Business

Acceptance of Employment Agreement with Jeff Broughton to Become the Executive Director of the Tennessee City Management Association Effective January 16, 2018, and Authorizing the President to Sign the Agreement on Behalf of the Association (see attached agreement)

3. Adjournment

THIS AGREEMENT, made and effective into as of the 16th day of November, 2017, by and between the TENNESSEE CITY MANAGEMENT ASSOCIATION, a Tennessee mutual benefit corporation (hereinafter referred to as "TCMA"); and Jeff Broughton (hereinafter referred to as "Mr. Broughton" or "executive director").

WITNESSETH:

WHEREAS, the Tennessee City Management Association is in need of an executive director, and

WHEREAS, the TCMA board of directors desire to appoint Jeff Broughton as executive director, and Mr. Broughton has agreed to serve in such position; and

WHEREAS, TCMA and Mr. Broughton desire to enter into a written agreement memorializing the terms of their employment relationship and assuring a continuous and harmonious management of the affairs of TCMA.

NOW, THEREFORE, for and in consideration of the mutual promises and the benefits to be derived therefrom, TCMA and Mr. Broughton agree as follows:

1. Employment. (a) TCMA hereby appoints and employs Jeff Broughton as its executive director, and Mr. Broughton accepts such appointment and employment. (b) Pursuant to Section 13(a)(1) of the Fair Labor Standards Act (29 CFR Part 541), the executive director is exempt from overtime pay under the administrative employee exemption.
2. Effective date. The effective date of employment will be on or about January 16, 2018.
3. Term. The employment of the executive director will continue indefinitely until terminated by either TCMA or the executive director as provided in Sections 6 and 8 of this Agreement.
4. Duties. The executive director will discharge and perform to the best of his ability the duties and responsibilities required of the executive director as established in the TCMA constitution, bylaws, and as determined from time-to-time by the board of directors.
5. Compensation. For his services to TCMA, the executive director shall be paid an annual salary of fifty thousand and four dollars (\$50,004), payable in equal monthly installments of \$4,167.00. TCMA will increase the salary of the executive director annually as may be mutually agreed to by the parties. This Agreement will be deemed to have been amended automatically so as to reflect any salary adjustments that are made to the annual salary of the executive director.

General business expenses. Travel. TCMA agrees to pay for travel and subsistence expenses of the executive director for official travel, meetings, and TCMA business activities, including mileage at the federal mileage compensation rate current at the time of when the expense occurred, hotel and lodging expenses, meal expenses, registration expenses, and other miscellaneous expenses. In no event shall the executive director be reimbursed for mileage within 25 miles of his place of residence.

Professional Development. TCMA agrees to pay for reasonable travel and subsistence expenses incurred by the executive director for his continuing professional education and development, including but not limited to, the ICMA annual conference.

ICMA Dues. TCMA agrees to pay the annual ICMA dues for the executive director.

6. Termination. For the purposes of this Agreement, a termination of the executive director shall occur: (a) If the majority of the TCMA Board of Directors votes to terminate the employment of the executive director at a duly authorized meeting, or (b) If TCMA commits a material or substantial breach of this Agreement and fails to cure such breach within thirty (30) days after notice thereof is given to TCMA by the executive director, or (c) If the executive director is unable to perform his duties because of illness, accident, injury, or mental incapacity, for a period of at least twelve (12) weeks and no reasonable accommodations are available, TCMA shall have the option to terminate the employment pursuant to applicable law.
7. Severance. (a) In the event of a termination of the executive director, as defined in Section 6 of this Agreement, TCMA will pay the executive director a severance payment equal to three (3) months of salary immediately as of the date of termination. The severance pay described in this section shall not apply to a voluntary resignation. b) Notwithstanding any other provision in this Agreement to the contrary, should the executive director be terminated by TCMA because of his conviction of a felony or of a misdemeanor involving fraud, theft, dishonesty, or moral turpitude, then TCMA will not be obligated to pay any severance under this Section 7.
8. Resignation. Should the executive director elect to resign his employment, he shall give TCMA three months written notice of his intention to do so. The duration of the notice period can be modified at the sole discretion of the TCMA Board of Directors, except in the event of the executive director resigning to take a position with a municipality, in which case the notification requirements shall not apply.
9. Place of work. The executive director shall conduct TCMA business from his residence or place of choosing.
10. Outside consulting. As a part-time employee, the executive director is not required to devote his full time to TCMA affairs, and he may elect to accept teaching, consulting or other business opportunities, including maintaining employment with MTAS on a temporary or part-time basis, provided such arrangements do not interfere with, or constitute a conflict of interest, with the responsibilities of the executive director under this Agreement. The TCMA president shall be notified whenever outside employment will require a total commitment of twenty (20) or more hours.
11. Indemnification. To the fullest extent permitted by law, TCMA will defend, save harmless and indemnify the executive director against any tort, professional liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the executive director duties or resulting from the exercise of his judgment or discretion in connection with the performance of his duties, unless the act or omission involved willful or wanton conduct. The executive director may request, and TCMA will not unreasonably refuse to provide in appropriate situations, independent legal representation for the executive director at TCMA expense. Legal representation provided by the TCMA for the

executive director will continue until a final determination of the legal action including any appeals brought by either party. TCMA will further indemnify the executive director against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including reasonable attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by the executive director in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, unless the act or omission involved willful or wanton conduct. Any settlement of a claim against the executive director must be made with prior approval of TCMA in order for the indemnification as provided in this Section to be available.

The executive director recognizes that TCMA will have the right to compromise and settle claims and litigation and, unless the executive director is a party thereto in which event any such compromise and settlement will require the approval of the executive director, TCMA may compromise and settle any claim or litigation unless such compromise and settlement is of a personal nature to the executive director. TCMA will pay all reasonable litigation expenses incurred by the executive director throughout the pendency of any litigation to which the executive director is a party, witness or advisor to TCMA. TCMA's obligation to pay such expenses will continue beyond the executive director's employment with TCMA as long as the litigation is pending.

After the executive director's employment with TCMA terminates, the executive director, if requested to do so by TCMA, will assist TCMA in any litigation involving TCMA, if requested, to testify or otherwise participate in such litigation. In such event, TCMA will reimburse the executive director for reasonable expenses incurred by him for travel and subsistence and will pay the executive director reasonable compensation for his post-employment services for TCMA.

12. Bonding. TCMA will pay for any fidelity, surety or other bonds which may be required for the executive director.
13. Other terms and conditions of employment. Upon agreement of TCMA and the executive director, TCMA may from time to time establish such other terms and conditions of employment of the executive director.
14. Notices. Any notices given under this Agreement will be given by hand delivery or depositing the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

If to TCMA:
Tennessee City Management Association ATTN: President
Business address

If to the executive director: Jeff Broughton
Home address

Notice will be deemed to have been given at the time it is hand delivered or as of the date it is deposited with the United States Postal Service.

15. Miscellaneous. This Agreement sets forth and establishes the entire understanding between TCMA and the Mr. Broughton concerning the employment relationship of the parties. All prior discussions or representations by or between the parties have been merged into this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during its term. Any such amendments shall be incorporated into and made a part of this Agreement.

This Agreement will be binding on TCMA, and its successors, and on Mr. Broughton, and his heirs and personal representatives.

This Agreement will become effective upon its execution by each party following its approval by the TCMA board of directors which effective date will be written at the top of the first page of this Agreement.

This Agreement and the relationship of the parties will be governed and construed under the laws of the State of Tennessee.

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. Should a court of competent jurisdiction hold any provision of this Agreement to be invalid, the remaining provisions will 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.

IN WITNESS WHEREOF, the parties have affixed their respective signatures as of the day and year first above written.

TENNESSEE CITY MANAGEMENT ASSOCIATION

BY: _____
C. SETH SUMNER, President 2017-2018

JEFF BROUGHTON