

**City of Auburn and City Manager  
Employment Agreement  
February 1, 2021**

## **Employment Agreement**

### **Introduction**

This Agreement, made and entered into this February 1, 2021, by and between the City of Auburn of Alabama, a municipal corporation, (hereinafter called "Employer") and Megan McGowen Crouch, (hereinafter called "Employee") an individual who has the education, training and experience in local government management, both of whom agree as follows:

### **Section 1: Term**

This agreement shall remain in full force in effect February 1, 2021 until terminated by the Employer or Employee as provided in Section 9, 10, or 11 of this agreement.

### **Section 2: Duties and Authority**

Employer agrees to employ Megan McGowen Crouch as City Manager to perform the functions and duties specified in The Code of the City of Auburn and to perform other legally permissible and proper duties and functions. City Manager duties are those contained in Section 11-43A-18 et seq. of the Code of Alabama, the Personnel Policies of the City of Auburn, and other ordinances, resolutions, and policies of the City of Auburn.

### **Section 3: Compensation**

A. Base Salary: Employer agrees to pay Employee an annual base salary of \$215,000 payable in installments at the same time that the other management employees of the Employer are paid.

B. This agreement shall be automatically amended to reflect any salary increases that are provided by the Employer.

C. The Employer agrees to consider a yearly increase to the Employee's compensation based on the results of the performance evaluation conducted under the provisions of Section 12 of this agreement.

### **Section 4: Health, Disability and Life Insurance Benefits**

A. The Employer agrees to provide and to pay the City portion of the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to all other employees of the City of Auburn during the Term. Employee may elect to be covered at any time during retirement regardless of breaks in coverage.

B. The Employer agrees to put into force and to make required premium payments for long term disability coverage for the Employee.

C. Throughout the duration of the Agreement and any period of severance as provided herein, City shall provide Employee a life insurance policy in an amount equal to three times Employee's Annual Base Salary up to \$500,000. The Employee shall name the beneficiary of the life insurance policy.

### **Section 5: Vacation and Sick Leave**

A. The Employee shall accrue sick and vacation leave on an annual basis at the highest rate provided to any other employee. The employee's anniversary date will be February 1 of each year.

B. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued leave, all paid holidays, executive leave, and other benefits to date.

C. The Employee shall be credited with 19 days of executive leave annually on February 1. Employee will have the option of taking any or all leave as salary each fiscal year and the option to transfer leave from annual to sick and vice versa at any time.

### **Section 6: Automobile**

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits, herein provided, the sum of \$650.00 per month, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. This amount will increase \$25 per month each February 1 for each year served as City Manager. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle in accordance with standard auto allowance requirements in force for city employees and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

### **Section 7: Retirement**

A. The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf, for both the Employer and Employee share required.

B. In addition to the Employer's payment to the RSA referenced above, Employer agrees to deposit in Employee's name a sum equal to the maximum amount allowed by the IRS for a 457 Deferred Compensation Plan managed by either the ICMA-Retirement Corporation or the RSA, on behalf of Employee.

## **Section 8: Professional Development**

A. The City agrees to budget for and to pay reasonable travel and subsistence expense for Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Annual Conference of the International City/County Management Association, the state league of municipalities or other national, regional, state or local groups or committees thereof.

B. City agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the City.

## **Section 9: Termination**

**For the purpose of this agreement, termination shall occur when:**

A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

B. If the Employer, citizens, or legislature amends any provisions of the charter, code, or enabling legislation pertaining to the role, powers, duties, authority, responsibilities 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.

C. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee such action shall constitute a breach of this agreement and will be regarded as a termination.

D. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer, as representative of the majority of the governing body, then the Employee may declare a termination as of the date of the suggestion.

E. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

## **Section 10: Severance**

A. Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

B. If the Employee is terminated, the Employer shall provide a severance payment equal to at least twelve month's salary, at the then current rate of pay. The time period is hereafter known as the "Severance Period." This severance shall be paid in a lump sum or installments, as described below, to be decided by the Employee.

C. The Employee shall also be compensated for all leave, vacation time, all paid holidays, and executive leave for the Severance Period, and all prior accruals, either in lump sum or as decided upon by employee. The Employer agrees to make a contribution to the Employee's deferred compensation account equal to the maximum contribution due for that Severance Period.

For the Severance Period, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents
2. Life insurance as provided in Section 4D
3. Long-term disability as provided in Section 4B
4. Car allowance
5. Any other available benefits.

D. In the event Employee is terminated because he has been convicted of a felony or performing any illegal act involving dishonesty or moral turpitude or any illegal act involving personal gain to Employee, then the Employer shall have no obligation to pay the severance pay.

### **Section 11: Resignation**

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum notice of 90 days unless the parties agree otherwise.

### **Section 12: Performance Evaluation**

A. Annually, the Employer 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 Employer's policy objectives and shall further establish a relative priority among those various 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.

B. The Employer shall annually review the performance of the Employee in advance of the adoption of the biennium and mid-biennium budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Employer and Employee. Said criteria may be added to or deleted from as the Employer may from time to time determine, in consultation with the Employee. Further, the Mayor shall provide the Employee an adequate opportunity for the Employee to discuss their evaluation with the Employer.

### **Section 13: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to

establish an appropriate work schedule. Employee must be reasonably available to elected officials, employees, and citizens during the normal working hours for City Hall.

#### **Section 14: Outside Activities**

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with, nor a conflict of interest with, his or her responsibilities under this Agreement. Teaching, consulting, or other non-City related business for compensation shall be approved by the Governing Body, through communication with the Mayor, prior to the commencement of any work. Consulting for compensation within Lee County is prohibited, as is consulting with any person or company that does business in or with the City of Auburn.

#### **Section 15: Indemnification**

A. Beyond that required under Federal, State or Local Law, 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 City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee 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 or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

B. Employee recognizes that Employer shall have the right to compromise and settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee in which case the Employee must consent. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

**Section 16: Bonding**

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

**Section 17: Other Terms and Conditions of Employment**

The Employer, only upon agreement 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 the provisions of this Agreement, the City of Auburn Charter or any other law. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other appointed officials, appointed employees, department heads or general employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice. Employee agrees to establish residence within the corporate boundaries of the local government within six months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

**Section 18: Notices**

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

- (1) EMPLOYER: Mayor, 144 Tichenor Ave, Auburn, AL
- (2) EMPLOYEE: Megan McGowen Crouch, 144 Tichenor Ave, Auburn, AL

Alternatively, notice 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: Choice of Law**

This Agreement is to be construed and enforced in accordance with the laws of the State of Alabama.

**Section 20: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the 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. Effective Date. This Agreement shall become effective on February 1, 2021.

D. 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.

CITY OF AUBURN, ALABAMA

ATTEST:

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Ron Anders, Jr. Mayor                      Date

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Megan McGowen Crouch                      Date