

## Contract Town of Milton

This is an agreement, made and entered into this 5<sup>th</sup> day of February, A. D., 2007 by and between the Town of Milton, a municipal corporation of the State of Delaware, party of the first part, hereinafter referred to as "Town"

-AND-

George Dickerson, party of the second part hereinafter referred to as "Town Manager"

WHEREAS, George Dickerson has been hired by the Mayor and Council for an indefinite term to serve as Town Manager, with confirmation unanimously approved by the Town Council of Milton; AND

WHEREAS, it is the opinion of the Town Council, advantageous and in the best interest of the Town to have a contractual agreement with the Town Manager in order to protect the interest of both the Town and the Town Manager; AND

WHEREAS, The Mayor and Town Council of the Town of Milton shall impose qualifications for the Town Manager as may be deemed necessary; AND

WHEREAS, The Town Manager may be removed by a majority vote of the Mayor and Town Council of the Town of Milton; AND

WHEREAS, The compensation which the Town Manager shall receive for being removed from his position without the findings of just cause shall be fixed by the Mayor and Council of the Town of Milton at the rate of five times his annual salary based on his last reported yearly earnings.

NOW THERE, in consideration of the mutual covenants hereinafter expressed, the parties hereto agree as follows:

The Town Council hereby appoints

1. WHEREAS, George Dickerson as Town Manager for an indefinite term commencing upon the signing of this agreement. The hiring of George Dickerson has been unanimously approved by the Milton Mayor and Town Council, and George Dickerson has accepted the position as Town Manager under terms and conditions set forth in this agreement.
2. The Town agrees to compensate the Town Manager with a beginning salary of \$60,000.00 yearly, payable in installments bi-weekly. Nothing contained within this contract shall prohibit the Mayor and Town Council from increasing the Town Manager's salary at any time. The Town further agrees that the Town

Manager is entitled to all benefits according to the Policy and Procedures known as the Personnel manual. The Town agrees to allow the Town Manager to carry over two weeks of vacation time yearly. At the time of termination or retirement the maximum allowable vacation available for pay out will be four (4) weeks, (20 days). Further the Town Manager shall be entitled to compensatory time for all hours worked above forty (40) within a one week period.

3. The Town Manager will be entitled to reimbursement for out of pocket expenses which may arise out of his employment with the Town upon presentment of proper receipts, up to \$500.00 monthly, with quarterly reviews by Personnel Committee.
4. The Town Manager will not be required to live in Milton Town limits.
5. The Town shall defend, save harmless and indemnify the Town Manager 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 the Town Manager's duties as Town Manager of the Town of Milton, such duties to include all obligations and commitments as articulated in this agreement.
6. The Town Manager shall have all of the authority and responsibility enumerated within and agrees to perform the duties incumbent upon the Town Manager of the Town in the Charter of the Town, and incorporated herein by reference as though fully set out and to perform such other duties as may be prescribed from time to time by the Mayor and Town Council.
7. Town Manager agrees to devote his time, attention, and energy to Town business and shall, during the terms of this agreement when engaged in any other business activity for profit, will obtain prior consent from the Council. Council will not reasonably deny request unless it is a direct conflict of interest.
8. Town Manager agrees to exercise devotion and diligence in promoting Public Relations in the best interest of the Taxpayers at all times.
9. Town Manager agrees to perform faithfully those duties identified in the Charter of the Town of Milton and other duties that may be assigned from time to time and shall serve the Town in a professional manner. The Town Manager shall observe and comply with the laws of the State of Delaware and with regulations and policies adopted by the Town of Milton as currently enforced and as they may be amended.
10. Town agrees that the Town Manager may terminate this agreement at any time by giving 90 days written notice in advance to the Town by certified mail with return receipt requested. The Town may terminate the Town Manager pursuant to the Town Charter. If the Mayor and Town Council would like to terminate the Town Manager without just cause, Mayor and Town Council will pay in full five times the annual salary, as compensation to the Town Manager. This compensation is based on his training and experience; other opportunities to serve as a Town Manager or other public official in which he has been invited to interview for because of his training and experience and which he has declined in order to

continue with the Town of Milton; and the desire of the Town Council to continue with the employment relationship with the incumbent.

11. The Town and the Town Manager mutually agree to the following: (a) the Town Manager is accountable to the Mayor and Council, (b) in reporting to superiors, the first contact should be the Mayor, (c) the Town Manager will be responsible for development of a budget that is within the reach of taxpayers, (d) the priority of the Town Manager is promoting the Town of Milton in a positive light while being sensitive to the public need and concerns, (e) the Town Manager shall have full authority to hire, evaluate, promote, discipline, establish procedures, and dismiss personnel with consultation of the Council, and the Town Manager is expected to oversee writing of grants and researching sources of outside funding.
12. It is mutually agreed by the parties hereto that this agreement represents the entire and whole agreement between the parties hereto and shall not be amended, modified, or altered except in writing signed by both parties and attached to an executed copy of this agreement.
13. The Life and Disability Insurance coverage, in which the Town pays the premium, shall be in the amount of \$50,000.00 of value.
14. It is mutually agreed by the parties hereto that all terms, agreements, covenants, and conditions are severable and in the event that any of them shall be held by a court of competent jurisdiction, this agreement shall be interpreted as if such invalid terms, agreement covenant or condition were not contained herein.
15. It is further agreed that if the Town Charter is ever changed to allow a term contract for the town manager or other terms regarding employment of the town manager, both parties shall negotiate in good faith by a mutually executed addendum to comply with any revisions.

IN WITNESS WHEREOF, the Town has caused this agreement to be executed by the Mayor and its corporate seal to be hereunto affixed and the Town Manager and the Mayor has hereunto set their hands the day and year first above written.

TOWN OF MILTON

By: Don Post, Mayor  
Don Post, Mayor

Date: 2-5-07

By: George Dickerson, Town Manager  
George Dickerson, Town Manager

Date: 2-5-07

By: Ronda Melson, Secretary of Council  
Ronda Melson, Secretary of Council

Date: 2-5-07

Attest: Stephanie Coulbourn  
Attest to affixing Corporate Seal

Date: 2-6-07

Approved at Town Council Meeting 2/5/07