
**AGREEMENT BETWEEN THE MAYOR AND COUNCIL OF ROCKVILLE
AND
SCOTT ULLERY**

This Contract sets forth the employment Agreement (hereinafter referred to as “Contract” or “Agreement”) between the Mayor and Council of Rockville (hereafter referred to as the City) and Scott Ullery (hereafter referred to as the Employee). Under this Contract, the Employee will perform as detailed in Article VI of the City Charter and Chapter 2, Division 3 of the Rockville City Code as well as any other duties as the City may assign from time to time.

Section 1: Term

The term of this Contract shall commence on December ~~13, 2007~~10, and will end on December ~~24, 2010~~3, provided, however, that the City shall have the right to terminate the Employee's services at any time prior to December ~~24, 2010~~3, for reasons set forth in Section 8 of this Agreement; and further provided that the Employee shall have the right to resign at any time in accordance with the provisions of Section 8 of this Agreement.

Section 2: No Outside Employment

The Employee agrees to remain in the exclusive employment of the City of Rockville and not to become employed by any other employer during the term of this Agreement, or any extension of the Agreement, unless the Employee first obtains the written consent of the Mayor and Council.

Section 3: Compensation

The Employee will be paid an annual salary of ~~\$189,625~~202,151 during the term of this Contract, which is payable on a prorated basis in biweekly installments at the same time and in the same manner as other Employees of the City are paid. The Employee shall be eligible for a performance bonus up to an amount equal to ten percent of Employee's annual salary based upon criteria to be determined by Employee and the City. The amount of any bonus shall be determined on an annual basis beginning on the first anniversary of the Employee's commencement of employment with the City.

In addition, the Employee shall receive a performance evaluation every twelve months and shall be eligible to receive any other salary adjustments which may be approved by the City during the term of this Agreement or any extension of this Agreement.

Section 4: Automobile

The Employee will receive an annual car allowance in the amount of \$5,400.00 to be paid in equal monthly installments of \$450.00.

Section 5: Social Security

The City will withhold from the Employee's paycheck social security (FICA) contributions as well as federal and state income taxes.

Section 6: Retirement

The Employee must participate in the City's Pension Plan. The City will contribute, on the Employee's behalf, an amount equal to 10% of the Employee's annual salary to his retirement. Employee shall designate at least the minimum amount to be contributed to the City's Pension Plan. Any part of the 10% not designated by the Employee to the City's Pension Plan, shall be contributed to the ICMA Retirement Corporation or another Retirement system of the Employee's choosing.

Section 7: Benefits

Except as otherwise specifically provided for in this Contract, the Employee shall be entitled to receive the same benefits available to non-contract Employees of the City relating to holidays, insurance, leave, and other fringe benefits and working conditions as they now exist or may hereafter be amended. The benefits shall be available to the Employee under the same terms and conditions as they are available to other contract employees of the City.

Section 8: Termination

This Contract will automatically terminate on December ~~24~~, 201~~03~~, unless the Contract is extended by mutual Agreement between the Employee and the City, in which case it will be extended on the same terms and conditions as set forth herein except for any salary adjustments, which may be approved by the City.

In the event the City elects not to renew the contract of Employee beyond December ~~24~~, 201~~03~~, the City shall give the Employee written notice of its intent not to offer Employee a further contract with the City on or before June ~~24~~, 201~~03~~. In the event that the City gives Employee written notice after June ~~24~~, 201~~03~~, of its intent not to offer Employee a further contract commencing December ~~35~~, 201~~03~~, the City may substitute a lump sum cash payment for notice on the basis of one month's aggregate compensation for each month of notice which is not given, provided that in no event shall a lump sum cash payment exceed the Employee's compensation for six months. In addition, the City shall continue the Employee's retirement contributions and health insurance benefits as provided elsewhere in this agreement until December 2, 2010, or six months from the date that the City gives the Employee written notice of its intent not to offer Employee a further contract with the City, whichever event last occurs.

Notwithstanding the provisions set forth above, the Employee's employment with the City may be terminated prior to December-~~24~~, 201~~03~~, by the City or the Employee as set forth below.

The City may terminate the Employee at any time for any reason. In the event Employee is terminated by the Mayor and Council, and Employee is still willing and able to perform his duties under this agreement, then, in that event, the City agrees to pay Employee a lump sum cash payment equal to six months aggregate salary. In addition, the City shall continue Employee's retirement contributions and health insurance benefits as provided elsewhere in this agreement for six months. However, in the event Employee is terminated because of his commission of any act which involves moral turpitude, then, in that event, the City shall have no obligation to pay the aggregate severance sum and shall have the right to immediately terminate this agreement without payment of any further compensation to Employee.

In the event that Employee desires to voluntarily resign his position from the City, Employee shall give the City at least thirty (30) days notice prior to the effective date of resignation and, upon such resignation, the City shall have no further obligations to Employee under this Agreement.

Section 9: Residency

It is agreed that the Employee will maintain residence within the corporate limits of the City of Rockville during his employment.

Section 10: Professional Activities

It is anticipated that the Employee will participate in various professional associations and activities on a local, regional, state, and national basis. The City will budget for necessary dues and related costs in connection with the Employee's participation in these various organizations.

Section 11: Leave

At the signature hereof, Employee shall be credited with twenty (20) days of vacation leave and fifteen (15) days of sick leave. Thereafter, Employee shall accrue and have credited to his personal account, vacation and sick leave at the same rate as other employees of the City.

Section 12: Defense and Indemnification

Employee is entitled to immunity from liability, and defense and indemnification, as prescribed under Section 5-507 of the Courts and Judicial Article of the Annotated Code of Maryland and the provisions of Section 2-46, et seq. of the Rockville City Code.

Section 13: General Provisions

This Contract shall constitute the entire Agreement between the Employee and the City and shall supersede all prior contracts, Agreements, and understanding between the parties. Any

modification to this Agreement must be in writing and this Agreement may not be assigned by either party to any other party.

Agreed to by the City:

~~Susan Hoffmann~~ Phyllis Marcuccio
Mayor

Date

Witnessed By:

Name

Date

Agreed to by the Employee:

Scott Ullery

Date

Witnessed By:

Name

Date