

SUCCESSION AND RETENTION AGREEMENT

AGREEMENT ("Agreement") made this _____ day of January, 2022, by and between Stephen K. Postema ("Employee") and the City of Ann Arbor ("the City").

Employee is currently under an Employment Agreement dated April 3, 2003. Employee has diligently served the City as City Attorney for over 18 years and provided notice on January 4, 2021 of his intent to retire from the City of Ann Arbor in 2022. Employee is currently eligible to retire with thirty days' notice to the pension office. Employee has significant responsibilities in the City, a broad knowledge of the City's governance and history, and experience in succession planning in the City Attorney's Office. The City desires the Employee's retirement to be coordinated with the hiring and transition of his successor.

In anticipation of Employee's retirement, the City engaged in detailed succession planning and has reached an agreement with Atleen Kaur to be the next City Attorney beginning on April 11, 2022. It is in the City's best interest that Employee be retained in a limited advisory capacity upon his retirement to ensure a smooth transition of duties and fully complete necessary projects related to the position. The City Council, the Employee and the successor City Attorney all agree this arrangement will aid in an efficient and effective succession plan.

Therefore, Employee and the City of Ann Arbor, with the purpose of retaining the City Attorney until at least March 11, 2022, fixing a date certain for his retirement within the scheduled succession plan, and stating all terms and conditions to which the Employee and the City have mutually agreed, relative to Employee's retirement and subsequent provision of advice to the City, sets forth the following:

1. Employee agrees to commit to an exact retirement date between March 11 and April 9, 2022 to be determined by the Employee, and submit all necessary paperwork for retirement during this time period, but communicated to the City with at least 30 days notice.
2. Upon retirement from the City, the Employee agrees to continue to provide services to the City as a part-time, temporary legal advisor/consultant (and not as the City Attorney) to the City Attorney's Office through November 31, 2022. His duties shall be to aid his successor in the transition (and any Acting City Attorney prior to April 11, 2022), provide historical background, provide advise on-going litigation or other projects, organize transition materials, and provide any other advice and information as needed by successor City Attorney Kaur.

He will report directly to the successor City Attorney. Employee will provide up to 10 hours per week of assistance to the City, at a rate of \$96.00 /hour. He will retain a City computer during this time to complete this work. During this period, Employee shall be indemnified for any work done pursuant to Paragraph 5 below. His work will be coordinated solely by and with successor City Attorney Kaur. Any work assignments will be approved in advance solely by the successor City Attorney (or the Acting City Attorney if applicable.)

3. Either the Employee and the City (through the successor City Attorney) can terminate the legal consultant arrangement with 60 days written notice. Any change to this agreement must be done with the written agreement of the parties.
4. The City shall defend, save harmless and indemnify the Employee against any tort, professional liability claims, defamation, or other legal actions, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties/responsibilities as City Administrator, provided the Employee acted both in good faith and within the scope of her duties/responsibilities as temporary legal advisor and further provided the Employee fully cooperates with the City in its defense of the claim, demand or other legal action. The City may, in its discretion, compromise and settle any claim or suit and pay the amount of any settlement or judgment rendered. Indemnification shall not be provided to the Employee by the City if the claim, demand or other legal action results from the willful misconduct of willful insubordination of the Employee or if the claim, demand or legal action involves any proceeding where the Employee is the plaintiff or an adverse party to the City.
5. All other terms of the Employee's current employment agreement dated April 3, 2003 will remain in place and will be effective until the date of his retirement.

Employee:

Date:

City of Ann Arbor

By: _____

Mayor

By: _____

City Clerk

Its:

