

**TEMPORARY EMPLOYMENT AGREEMENT BETWEEN
CRESSON S. SLOTTEN AND THE CITY OF ANN ARBOR**

This Agreement is made Feb. 5th, 2020, between Cresson S. Slotten ("Employee") and the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St., Ann Arbor, Michigan 48104 ("City").

In consideration of the promises and the mutual agreements set forth below, it is agreed as follows:

1. Employee's duties will include, but will not necessarily be limited to:
 - The transition of the City's current Solid Waste Resources Management Plan (SWRMP) conclusion and recommendation implementation process;
 - Assist in the negotiation of the MRF operating contract as directed by City Council #R-19-538;
 - Assist in the development of Solid Waste Collection ITB/contracts as recommended by the SWRMP or as directed by City Council;
 - Staff support as needed to the Resource Recovery Manager on solid waste projects and initiatives, including but not limited to the City's participation in regional waste authority (WWRMA) formation;
 - Development of reports, documentation, and presentations as appropriate
 - Other related functions as assigned.

2. Employee shall receive as compensation for the covenants to be observed and services to be performed as set forth above, an hourly rate of \$58.01 for services accepted by the City as meeting the standards under the contract. The total compensation under the contract shall not exceed \$25,000. Employee will work on days and hours agreed upon by Employee and the Public Services Area Administrator or his designee. Employee will not work any hours in excess of 20 in any week unless those hours are approved in advance and in writing by the Public Services Administrator or designee. Employee will be reimbursed for reasonable and necessary expenses incurred in connection with this contract. It is understood and agreed between the parties that the compensation stated above is inclusive of any and all remuneration to which the Employee may be entitled.

3. This Agreement shall be in effect from February 17, 2010 to August 16, 2020, or until exhaustion of the \$25,000 maximum compensation, whichever comes first, unless terminated earlier under Paragraph 4.

4. This Agreement shall terminate upon the occurrence of any one of the following events:
 - a. the demise of the Employee or the inability of the Employee to provide the services required under this Agreement, or;
 - b. the failure of the Employee to comply with the terms of this Agreement including Employee's failure to satisfactorily perform the requested services, as determined solely by City management.

This Agreement may also be terminated:

- a. by the City for no reason by giving at least 14 days advance written notice to the Employee, or;
- b. by the Employee for no reason by giving at least 14 days advance written notice to the Public Services Administrator or designee.

5. It is understood that Employee's relationship to the City under this Agreement shall be that of a contract employee as defined in the City of Ann Arbor's Human Resources Policies and Procedures. It is further understood that Employee will not receive any holiday pay, overtime pay, sick pay, vacation pay, retirement benefits, pension benefits, deferred compensation benefits, insurance benefits or fringe benefits of any kind in any form; or be eligible to participate in any City benefit program as a result of this Agreement between the parties. For purposes of withholding social security, Medicare, federal and state income and other taxes from the fees paid to Employee under this Agreement, the City will treat Employee as an employee rather than as an independent contractor. Employee is not to be considered a regular, temporary, hourly or casual employee of the City for any purpose.

6. Employee shall not use, during or at any time after the termination of his employment with the City, for himself or for others, or divulge or convey to others, except authorized personnel of the City, any confidential information, knowledge or data of the City or that of the City's clients or customers. The Employee understands that all information he receives in the course of this work at the City is confidential information. The parties acknowledge and agree that the right and duty to disclose information is vested solely with the City.

7. Except as specifically provided herein, those City of Ann Arbor Human Resources Policies and Procedures that are applicable to contract employees will apply to Employee.

8. All notices and submissions required under this agreement shall be by personal delivery, overnight delivery service, or by first-class mail, postage prepaid, to the address set forth above or such other address as either party may designate by prior written notice to the other.

9. There are no agreements or understandings, either oral or written, between the parties other than those set forth in this agreement, and there are no agreements or understandings that in any way alter, modify, amend or otherwise change this agreement. No alterations, modifications, amendment or other change of this agreement shall be binding on the parties unless in writing and approved by the City.

10. This agreement shall be governed and construed in accordance with the laws of the State of Michigan. By executing this agreement Employee and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for the purposes of any action arising under this agreement.

11. Whenever possible, each provision of this agreement will be interpreted in a manner as to be

effective and valid under applicable law. However, should any provision of this agreement be found void or invalid under applicable law, the remaining provisions shall be in full force and effect.

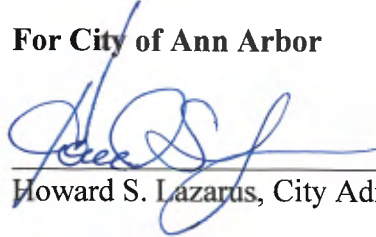
12. Employee warrants and agrees that he is not and shall not become, overdue or in default to the City for any contract, debt, or any other obligation to the City including real or personal property taxes.

For the Employee



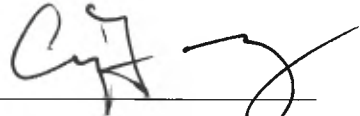
Cresson S. Slotten

For City of Ann Arbor



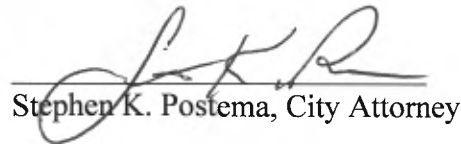
Howard S. Lazarus, City Administrator

Approved as to Substance:



Craig Hupy, Public Services Area Administrator

Approved as to form and substance



Stephen K. Postema, City Attorney