

AGREEMENT

THIS AGREEMENT, for a period of five months, made and entered into on February 1, 2011, by and between the Upper San Pedro Partnership (USPP) as represented by the Executive Committee of the USPP and the City of Sierra Vista, State of Arizona, a municipal corporation, acting as fiscal agent for the Upper San Pedro Partnership, hereinafter called "Employer," as party of the first part, and Susan Bronson, hereinafter called "Employee," as party of the second part, both of who understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Susan Bronson, as the Upper San Pedro Partnership Administrator; and

WHEREAS, it is the desire of the Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Employer to (1) secure and retain the services of Employee and (2) to provide a just means for terminating Employee's services at such time as she may be unable fully to discharge her duties or when Employer may otherwise desire to terminate her employment; and

WHEREAS, Employee desires to accept employment as Administrator of said Upper San Pedro Partnership;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Conditions

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time, subject only to the provisions set forth in this agreement.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer, subject only to the provision set forth in this agreement.

C. In the event written notice is not given by the Employer, in reference to this agreement, to the Employee, fifteen (15) days prior to July 1, 2011, this agreement shall terminate.

Section 2. Suspension

Employer may suspend the Employee with regular pay and benefits for disciplinary reasons at any time during the term of this agreement, but only if:

After a private meeting with the Employer, and after that Employee shall have been given notice setting forth any charges and an opportunity to explain her actions.

Section 3. Termination of Contract

This Contract may be terminated at any time by the Employer, with or without cause, upon giving fifteen (15) days written notice. The Employer at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the Employer shall be liable only for payment under the payment provisions of this Contract for services rendered and Contract related expenses incurred by the Employee before the effective date of termination.

The Employee may resign their position at any time upon giving fifteen (15) days written notice to the Employer.

Section 4. Disability

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of twelve (12) successive weeks, Employer shall have the option to terminate this agreement, subject to the termination. However, Employee shall be compensated for any services rendered.

Section 5. Salary

Employer agrees to pay Employee for her services rendered pursuant hereto an monthly base salary of three thousand Dollars (\$3,000.00), payable in installments at the same time as other employees of the Employer are paid (bi-weekly).

Section 6. Performance Evaluation

A. The Employer and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the Partnership and in the attainment of the USPP's 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.

C. In effecting the provisions of this Section, the Employer and Employee mutually agree to abide by the provisions of applicable law.

Section 7. Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours to the business of the Employer. This position is exempt from overtime as outlined in the Fair Labor Standards Act.

Section 8. Outside Activities

Employee shall not spend more than ten (10) hours per week in teaching, counseling or other non-Employer connected business for compensation without the prior approval of the USPP.

Section 9. Automobile

Should Employee be required to use Employee's personal vehicle for travel performed as part of USPP business, Employer will reimburse Employee at the established IRS mileage rate.

Section 10. Vacation, Sick and Administrative Leave

Employee shall not be entitled to earn vacation or sick leave.

Section 11. Benefits

Employer agrees to provide coverage to the Employee on the City of Sierra Vista's Workers Compensation, group Health, Dental and Life Insurance plans, as provided to all other employees of Employer.

Section 12. Retirement

Employer agrees to match Employee's contribution to the Arizona State Retirement System as provided to all other employees of employer. The percentage is established annually by the Arizona State legislature.

Section 13. Dues and Subscriptions

The Employer agrees to budget and to pay for the professional dues and subscriptions of Employee that are necessary for her continuation and full participation in national, regional, state and local associations for her continued professional participation, growth and advancement, and for the good of USPP.

Section 14. Professional Development

Employer hereby agrees to budget for and to pay the travel and subsistence expenses of 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 USPP.

Section 15. General Expenses

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, and the Fiscal Agent of USPP is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. The Employer reserves the right to review and approve such expenditures prior to disbursement of funds.

Section 16. Indemnification

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 Administrator. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 17. Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance per City Code, Section 3-2-2.

Section 18. Other Terms and Conditions of Employment

The Employer, in consultation with the Administrator, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the City Code or any other law.

Section 19. No Reduction of Benefits

Employer shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee.

Section 20. Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER:	Charles P. Potucek, City Manager City of Sierra Vista 1011 N. Coronado Dr. Sierra Vista, AZ 85635	USPP Executive Committee 1011 N Coronado Dr Sierra Vista AZ 85635
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EMPLOYEE: Susan Bronson

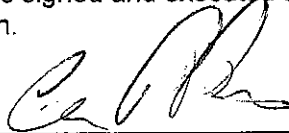
Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21. General Provisions

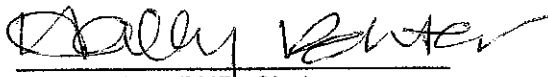
- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective commencing February 1, 2011.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

E. Nothing contained herein is intended to modify or supersede any provisions contained in the City Code of the City of Sierra Vista, and any conflict between the provisions contained herein and the City Code shall be governed by the provisions set forth in the City Code as they appear on date hereof.

IN WITNESS WHEREOF, the City of Sierra Vista of Cochise County, Arizona has caused this agreement to be signed and executed in its behalf by its Manager, and fully attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.



Charles P. Potucek, City Manager
City of Sierra Vista



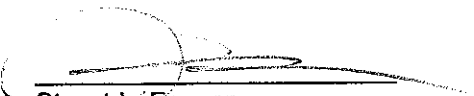
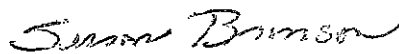
Holly Richter PHD, Chair
USPP Executive Committee

ATTEST:



Jill Adams
City Clerk

APPROVED AS TO FORM:


Stuart L. Fauver
City Attorney

Susan Bronson