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**EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF MADISON
AND
CHARLES L. KAMP**

This Agreement made this ___ day of _____, 2006, by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "CITY") and Charles L. Kamp, a natural person (hereafter, the "Transit General Manager" or "Manager"),

WITNESSETH;

WHEREAS, the City desires to hire the Transit General Manager as an employee of the City of Madison to perform the services described herein on its sole behalf as the Transit General Manager, and

WHEREAS, the Transit General Manager represents that he possesses the necessary knowledge, skill, and experience to perform such services and is willing to perform such services as the Transit General Manager, and

WHEREAS, Charles Kamp has been duly selected and has been confirmed for appointment to the position of Transit General Manager by the Common Council of the City of Madison on _____, 2006, and

WHEREAS, the Common Council of the City has authorized the execution of the Agreement by Resolution No. _____.

THEREFORE, in consideration of the mutual covenants, terms, and agreements contained in this document, the receipt and sufficiency of which is mutually acknowledged, the parties do agree as follows:

I. TRANSIT GENERAL MANAGER

Charles Kamp is hereby retained as a non-civil service, Compensation Group 21, employee of the City, holding the position of Transit General Manager pursuant to the terms, conditions and provisions of this Agreement. The Manager shall have and exercise full authority and discretion as a Division head within the City's organizational structure and act as Appointing Authority for employees of the Transit Division in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES AND RESPONSIBILITIES OF THE TRANSIT GENERAL MANAGER

A. As the Division manager, the Manager shall: Plan, organize, direct and administer the programs, services, and staff of the Transit Division encompassing the operation and maintenance of an urban fixed-route transit and para-transit system. Direct the development and implementation of area-wide and neighborhood level transit plans and strategies including those related to land use and zoning and their interface with the parking, traffic engineering and related transportation planning elements. Participate in the development of the Metropolitan Planning Organization's 5-year transit improvement program. Review transportation planning efforts to insure

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compatibility with Transit Division goals and objectives. Develop a variety of management and administrative systems and reports related to transit service, operations, planning and budgetary data utilizing a transit performance indicator system. Administer all Division activities. Obtain and administer grant funds. Prepare and justify the Transit Division budget, perform fiscal administration and control of resources. Develop, implement and evaluate Transit Division policies and procedures. Ensure compliance with all relevant federal and state regulations. Administer the Federal Transit Administration Drug and Alcohol Testing Program. Direct and monitor the development and implementation of various public relations, media relations, marketing and sales promotion programs. Manage a large and diverse staff both directly and through subordinate supervisors. Develop and maintain effective employee relations programs. Hire, train, assign, supervise and evaluate employees. Develop and administer effective training, safety, and affirmative action programs. Oversee and/or conduct related organizational analyses and recommend and/or implement changes as appropriate. Oversee, direct and administer the maintenance of equipment and facilities. Direct the selection and purchasing of equipment, parts, fuel tires, etc. Oversee and develop responsive purchase and/or lease agreements. Coordinate Transit Division activities with other city, county, state and federal agencies. Work closely with other Transportation Department managers and City officials in developing and administering the City's integrated transportation program. Represent the Division before boards, commissions, etc.; and participate in intra/inter-agency committee efforts. Attend various professional and civic meetings and present/discuss various transit programs. Serve as the executive secretary of the Transit and Parking Commission. Frame policy level issues for the Commission's consideration and provide related staff support. Perform related work as required.

- B. The Manager agrees to perform such functions and duties at a professional level of competence and efficiency. He shall abide by all requirements of the laws of the State of Wisconsin, and of the ordinances, resolutions, regulations, rules and practices of the City which exist at the time of execution of this Agreement or which may, hereafter, be enacted or amended by the State of Wisconsin or the City in the exercise of their lawful authority. In the event a provision of this Agreement directly conflicts with any City ordinance, resolution, regulation, rule or policy, the provision of the Agreement shall control, except that nothing herein shall be interpreted as modifying the obligations or terms of Madison General Ordinance 3.47.
- C. The Manager shall devote full time to the duties and responsibilities provided herein and shall engage in no pursuit that interferes with them. The Mayor, however, may approve the Manager's reasonable time away from the regular duties and responsibilities provided such time is approved in advance and taken as vacation leave or absence without pay. Further, the Mayor may authorize other limited outside professional activities on City time provided that they are determined to be of benefit to the City and the Manager is not compensated for such activities. Nothing herein limits the Manager from performing outside services for compensation, provided such outside services have been approved by the Mayor, are not done on City time, and otherwise comply with City ordinances and rules.
- D. The standard City work week is 40.0 hours. However, the Manager shall have reasonable flexibility from this standard to accommodate additional time expended

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outside regular working hours required by attendance at meetings and the like. Such flexibility is not intended to provide or be used as additional vacation or other paid leave.

- E. The Manager shall have no right to make contracts or commitments for or on behalf of the City except as preauthorized by statute, ordinance or express written consent of the City.
- F. The Manager shall be subject to the City's residency requirement. The Manager agrees to establish residency in the City of Madison within six (6) months of the date of confirmation of this agreement.

III. COMPENSATION AND BENEFITS

- A. The Manager's initial year's salary base shall be based on an annualized rate of \$100,000.00, which shall be paid in approximately equal bi-weekly payments according to regular City payroll practices beginning on the effective date of this Agreement. Annual salary adjustments including 2006 and thereafter may be made at the Mayor's discretion, subject to approval of the Common Council, as provided in the City's established managerial pay plan Sec. 3.38(6), MGO. The Manager shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.
- B. The Manager shall, in addition to the compensation provided in Paragraph A above, and except as otherwise set forth in the Agreement, be entitled to the following benefits:
 - 1. The Manager shall receive the same benefits as all other non-represented employees as may be provided by the Madison General Ordinances, Resolution of the Common Council, Administrative Procedure Memoranda or other official City action.
 - 2. In addition to the monetary compensation and benefits provided in paragraph 1, the Manager shall be entitled to twenty-four (24) days of vacation per year. Credited but unused vacation in excess of ten (10) days may be carried forward to the succeeding year with the approval of the Mayor. Except as otherwise provided, the Manager shall be paid in full for credited but unused vacation existing at the expiration of this Agreement or upon the Manager's retirement, when qualified for receipt of Wisconsin Retirement Fund benefits. In the event the Manager leaves employment with the City, but does not retire, the Manager shall be entitled to payment for one-half (50%) of any unused sick leave to which the Manager would otherwise be entitled.
 - 3.
 - (a) Be eligible to participate at City expense in professional seminars, conferences, workshops and related meetings consistent with the role as Transit General Manager and in accordance with applicable Administrative Procedure Memoranda.
 - (b) Be reimbursed for relevant professional association dues.
 - (c) Be eligible for use of a personally assigned City vehicle or standard

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mileage reimbursement for use of a personal vehicle.

(d) Parking authorization/permit for the Madison Municipal Building lot.

4. The Manager will be reimbursed for relocation expenses for the Manager's relocation to the City of Madison. The Manager is responsible for obtaining two (2) bids for the move and submitting same to the City for authorization. Relocation expenses include: Commercial carrier expenses, personal transportation expense, temporary housing, and temporary storage of household items.

If the Manager resigns during the first twelve (12) months, the City shall be reimbursed for the relocation expenses; up to twenty-four (24) months, the Manager shall repay 50% of said total relocation expenses.

IV. TERM: PROBATIONARY PERIOD, RENEWAL; NON-RENEWAL; BUYOUT

- A. This Agreement shall take effect on October 16, 2006 and shall expire October 16, 2011, unless sooner terminated as provided herein.
- B. For a period of two (2) years from the effective date of this Agreement, the Manager shall serve a probationary period. During the probationary period, the Manager serves at the pleasure of the Mayor and may be removed at will by the Mayor. The Mayor will give the Manager two (2) weeks notice of removal. Following the probationary period, and for any renewal of this Agreement, the Manager may only be removed as otherwise provided herein.
- C. The Mayor in his/her sole discretion, may offer renewal of this Agreement to the Manager. The Mayor shall notify the Manager in writing of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Manager shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) without change in the Manager's anniversary date, and shall not act as a full renewal of the Agreement. Renewal of the Agreement and of its provisions shall be subject to the approval of the Common Council. In the event the Common Council does not renew this Agreement, this Agreement will remain in effect for ninety (90) days following the non-renewal action by the Common Council or five (5) years from the date of this Agreement, whichever is later.
- D. The Mayor, in his/her sole discretion, may elect not to offer renewal of this Agreement to the Manager. In such event, the Mayor shall notify the Manager in writing of the intent not to renew the contract at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) and shall not act as a renewal of the Agreement. At the expiration of the Agreement, the parties' rights, duties, responsibilities and obligations shall end. However, after the first renewal of this Agreement, the Manager will, at the sole discretion of the Mayor, be eligible to take a voluntary demotion into any vacant or newly created position for which the Manager is qualified.
- E. In the event of non-renewal of this Agreement, under either Paragraphs C or D above,

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the Mayor may, in his/her sole discretion, terminate this Agreement at any earlier date within ninety (90) days of the expiration of this Agreement, as determined by the Mayor. The early termination is to be accomplished by (a) notifying the Manager of the date of early termination, and (b) committing to buy out the balance of this Agreement by paying the Manager the balance due under this Agreement in a lump sum, including salary and leave benefits (vacation, floating holiday, paid leave, sick leave) earned or to be earned through the original term of this Agreement, together with payment of the City's share of any health insurance premiums or the provision for such payment through the original term of this Agreement. The buy-out may be for the full period left on this Agreement, or any portion of the final ninety (90) days thereof. If this Agreement is terminated early through the provisions of this buy-out clause, the Manager's employment with the City ends as of the date of early termination.

V. PERSONNEL ACTIONS

The Manager is subject to the Mayor's supervision and is, during the term of this Agreement, subject to the Mayor's authority to impose discipline on or to discharge the Manager as is provided in Sec. 3.35(16) of the Madison General Ordinances, or as may be renumbered or amended hereafter. The Manager shall be entitled to the procedural appeal and provisions contained in such subsection or as may be provided other non-represented employees at the time of imposition of suspension or discharge.

VI. CITY OBLIGATIONS AND RIGHTS

The City shall provide staff, equipment, supplies and space, which it deems reasonable, in its sole discretion, for the conduct of the work of the Manager. The City retains the sole right to determine the organizational structure and overall functioning of the Transit Division.

VII. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the Manager's duties or responsibilities change significantly. A "significant" change in the Manager's duties is defined as that degree of change in duties and responsibilities that would qualify a civil service position for reclassification pursuant to standard City personnel practices.

Factors that may be considered include the addition or deletion of duties, changes in Departmental/Divisional services or the addition or deletion of programs. If there is no agreement, the original Agreement shall control and shall not be reopened. Agreement changes, if any, and any resulting reclassification of the position shall not be deemed the creation of a new position so as to require competition.

VIII. LIABILITY PROTECTION

The City shall defend and indemnify the Manager against and for any and all demands, claims, suits, actions and legal proceedings brought against him in his official capacity or personally for acts performed within the scope of his employment to the extent and only to the extent authorized by the Wisconsin Statutes in effect at the time of the act complained of and as may be provided by any City insurance coverage for employees at such time.

IX. DISCLOSURE OF ECONOMIC INTERESTS

Pursuant to Madison General Ordinance 3.47, the Manager shall file a Statement of Economic Interests with the City Clerk's Office within 14 days of his appointment. Each person required to file a Statement of Economic Interests shall annually file with the Clerk's Office an updated Statement no later than April 30 of each year.

X. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

The Manager shall be subject to the provisions of Madison General Ordinance 3.47.

XI. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data and the like which the Manager prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The Manager will not publish any such materials or use them for any research or publication without attribution to the City other than as work performed pursuant to the terms of this Agreement. The Manager shall complete and file an oath of office pursuant to sec. 62.09(4), Wis. Stats.

XII. TERMINATION OF AGREEMENT

A. The Manager may unilaterally terminate this Agreement during its term. If the Manager unilaterally terminates this Agreement on less than ninety (90) calendar days notice in writing to the Mayor, the Manager shall forfeit all rights to recover the cash equivalent of accumulated sick leave, unused vacation leave, and all other future benefits. These forfeiture provisions shall not apply if the Manager retires from this position (upon qualifying for receipt of benefits pursuant to the Wisconsin Retirement Fund requirements).

B. The Manager's discharge (as provided for in Madison General Ordinance 3.35(16)) during the term of this Agreement shall be deemed a breach of material provision of the Agreement. In the event of a discharge or other breach of a material provision of the Agreement by the Manager, the Manager shall forfeit all compensation and benefits from the date of notification of the breach by the City. This action shall not impact the receipt of benefits earned during the total period of employment. In the event of a breach of a material provision of this Agreement by the City, the Manager shall notify the Mayor in writing within thirty (30) working days, which shall be followed by a meeting of the parties to resolve the alleged breach. In the event the issue is not resolved, the Manager may pursue contract remedies. In the event of a breach of a material provision of this Agreement by the Manager, the City shall notify the Manager in writing within thirty (30) working days, which shall be followed by a meeting of the parties to resolve the alleged breach. In the event the issue is not resolved, the City may pursue contract remedies.

C. The City retains the right, in its sole discretion, to abolish the position of Transit General Manager or to reorganize as it deems in the best interest of the City. In the event the City abolishes the position of Transit General Manager or reorganizes the

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Division to the extent that the position of Transit General Manager is no longer required, this Agreement shall terminate and all rights, duties and obligations of the parties shall mutually end without recourse ninety (90) calendar days after final approval of such abolishment of position or reorganization by the Common Council, except as provided in Madison General Ordinance 3.47(5)(i).

XIII. NO ASSIGNMENT OR SUBCONTRACT

The Manager shall not assign or subcontract any interest of obligation under this Agreement.

XIV. AMENDMENT

This Agreement shall be amended only by written Addendum to Agreement of the parties approved and authorized for execution in the same fashion as this original Agreement.

XV. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy on either party's part shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

XVI. ENTIRE AGREEMENT

No agreements, oral or written, express or implied, have been made by either party hereto, except as expressly provided herein. All prior agreements and negotiations are superseded hereby. This Agreement and any duly executed addenda or amendments thereto constitute the entire Agreement between the parties hereto.

XVII. SEVERABILITY

In the event any provisions of this Agreement are determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

XVIII. GOVERNING INTENT AND LAW

This Agreement shall be interpreted in the first instance in accordance with the spirit and intent of the Substitute Report of the Human Resources Committee Report approved by the Common Council on August 2, 1988 and shall be controlled, construed and enforced in accordance with the laws of the State of Wisconsin.

(Signatures on following page)

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year contained herein.

CITY OF MADISON
A Municipal Corporation

Witness

David Cieslewicz, Mayor

Witness

City Clerk

Witness

Charles L. Kamp

APPROVED:

APPROVED AS TO FORM:

Dean Brassler, Comptroller

Michael May, City Attorney