Gaithersburg
A CHARACTER COUNTS! CITY

July 24, 2008

Via Email and Mail
(angeljones3@comcast.net)

Ms. Angel Jones
3367 Riverplace Drive
Eugene, OR 97401

Dear Ms. Jones:

We are pleased to offer you the full-time City Manager position with the City of Gaithersburg. Your qualifications and experience should serve you well in this position; and we hope you will find it interesting, challenging, and rewarding.

In the City's Personnel Classification Schedule, this position is classified as a Grade 146. In accordance with your acceptance of this offer, your bi-weekly salary will be $6,346.00 for an annual salary of $165,000.00. Your standard work week will be 40 hours per week, but you will be required to work the hours necessary to complete your job duties, including attending evening meetings. Annual salary increases, cost of living adjustments and bonuses may be provided as determined by the Mayor and City Council. Under the Fair Labor Standards Act (FLSA) guidelines, your status is designated as "exempt."

Pending the successful completion of your pre-employment physical, we would like your start date to be September 29, 2008. Your pre-employment physical must be conducted at Secure Medical Care, 803 Russell Avenue, Gaithersburg, Maryland (301-869-0700), at least 10 work days prior to your expected start date. You may go to Secure Medical Care anytime between the hours of 8 a.m. and 4 p.m., Monday through Friday. You do not need an appointment, but you must take the enclosed Authorization of Services Form with you. **You should have no food or drink except for water for eight (8) hours prior to the routine tests performed for the physical examination.**

This is an at will employment position and you are subject to termination, with or without cause, by a majority vote of the City Council in accordance with the provisions of Section 18 of the City Charter. You will be provided with a performance review six (6) months after your hire date.

Additionally, as part of this offer of employment:

1) The City agrees to make a one-time lump sum contribution of $8,250 to your 457 Deferred Compensation Plan. You are also eligible to participate in the City's 401A Money Purchase Plan and 401K Profit Sharing Plan. The employer will contribute eight percent of your gross earnings into the 401A Money Purchase Plan and will match three percent of the first five percent you contribute to the 401K Profit Sharing Plan.

2) The City agrees to provide you with a $600 per month vehicle allowance. At your discretion, this allowance may be paid into your 401A Money Purchase Plan.

City of Gaithersburg • 31 South Summit Avenue, Gaithersburg, Maryland 20877-2098
301-258-6300 • FAX 301-948-6149 • TTY 301-258-6430 • cityhall@gaithersburgmd.gov • www.gaithersburgmd.gov

MAYOR
Sidney A. Katz

COUNCIL MEMBERS
Jud Ashman
Cathy C. Drzyzgula
Henry F. Marraffa, Jr.
Ryan Spiegel
Michael A. Sesma

ACTING CITY MANAGER
James D. Arnoult

3) The City agrees to make an unrestricted one-time lump sum payment of $25,000 payable upon acceptance of this agreement as a relocation bonus. There are no restrictions, but it is intended that this relocation bonus shall be used to off-set the costs for you to move your household to Gaithersburg. This bonus shall be repayable on a pro rata basis in the event you are employed by the City for less than 3 years.

4) The City will grant you one hundred ninety-two hours (24 days) of accrued vacation leave and eighty hours (10 days) of accumulated sick leave at the time of hire. Additionally, you will accrue vacation and sick leave during your employment in accordance with the same leave schedule as other City employees.

5) In the event your employment with the City is terminated after six months from your start date, you will receive a lump-sum severance payment as follows: Six months to two (2) years from employment, severance equivalent to six (6) months salary; two years to five (5) years from start date, severance equivalent to three (3) months salary. By accepting this severance payment, you are agreeing to waive any and all actions you may have against the City arising out of your employment with the City and your termination of employment. No severance will be paid if you separate from employment within the first six months or after five years from your start date.

6) Your fringe benefits will be the same as those benefits provided to other City employees, including medical, dental, life, long term care and long-term disability insurance and health club membership.

The City's fringe benefits program and other personnel policies and procedures will be explained in detail during your Employee Orientation meeting. Please contact Human Resources Director Margaret Daily at 301-258-6327 to schedule a time to complete your orientation prior to your start date.

If you accept this offer and the terms and conditions stated in this letter, please sign in the space provided on this letter and return it to me. The enclosed copy is for your records.

If you have any questions or need any additional information, please feel free to contact Human Resources Director Daily at 301-258-6327 or me at 240-372-0919. We are looking forward to your becoming a member of the Gaithersburg Team -- employees working together to make the City of Gaithersburg a great place to live, work, learn, and play.

Sincerely,

Sidney A. Katz, Mayor
Enclosure

cc: City Council Members
Margaret Daily, Human Resources Director

Accepted:

_____ _____

Angel Jones Date