

# CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9051

DATE 7-9-20

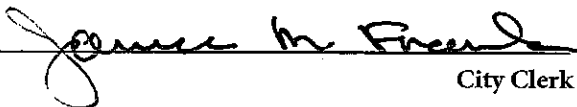
TITLE

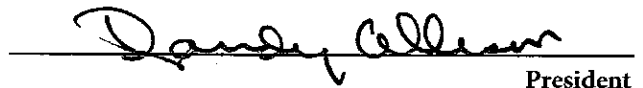
## RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND MARK CALDERINI

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport authorizes the Williamsport Bureau of Fire to enter into a contract agreement with Mark Calderini for employment with the City of Williamsport, Bureau of Fire as the Deputy Fire Chief;

HEREBY, the appropriate City Officials are hereby authorized to execute an agreement between the City of Williamsport, Bureau of Fire and Mark Calderini and any documents necessary to accept the attached contract.

Approved

  
City Clerk

  
President

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, entered into by and between the CITY OF WILLIAMSPORT (hereinafter referred to as "Employer"), a municipal corporation organized as a Third Class City under the laws of the Commonwealth of Pennsylvania, with its office and place of business at 245 West Fourth Street, Williamsport, PA 17701;

**AND**

**Mark Calderini** (hereinafter referred to as "Employee"), currently residing at 2001 Cricket Lane, Valrico, Florida 33594

BACKGROUND OF THIS AGREEMENT IS AS FOLLOWS:

1. The Fire Chief of the City of Williamsport has designated the Employee to be the Deputy Fire Chief in accordance with all applicable statutes and ordinances.
2. Employer desires to employ Employee as the Deputy Fire Chief.
3. It is the intent of this Agreement to set forth the duties and responsibilities of the respective parties in this Employment Agreement.
4. This Agreement is being entered into upon the appointment and designation of the Employee as the Deputy Fire Chief.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Employment.** Employer hereby agrees to employ Employee as the Deputy Fire Chief and Employee hereby accepts employment upon the terms and conditions hereinafter set forth.
2. **Compensation.** For all services rendered by Employee under this Agreement, Employer shall pay Employee in bi-weekly installments, an annual salary of \$82,859.08 (before taxes and other deductions). It is understood and agreed that the Employee is an overtime exempt employee. Increases to the annual compensation will mirror the terms of uniformed employees, pursuant to the terms of their Collective Bargaining Agreement.
3. **Residency.** Employee shall abide by the city residency ordinance approved by City Council on April 2, 2020 for the course of employment, unless such ordinance changes or is retracted.
3. **Service.** Employee shall devote his time, attention, and energies to the business of Employer, and shall not during the term of this Agreement, be engaged in any other employment activity, whether or not such activities are pursued for gain, profit, or other pecuniary advantage, which will interfere with his duties hereunder, without approval of the Fire Chief.

4. **Benefits.** Employee shall be entitled to all benefits (including insurance, paid holidays, paid vacation, paid sick leave, uniform allowance) established by Employer for its uniformed employees pursuant to the terms of their Collective Bargaining Agreement, except as provided differently in this Agreement.

5. **Vacation.** The Employee shall receive paid vacation time consistent with the terms of the uniformed employees Collective Bargaining Agreement.

6. **Sick Time.** The employee shall receive paid sick time consistent with terms of the uniformed employees Collective Bargaining Agreement.

7. **Retirement.** The employee waives any participation in any retirement benefits, pension, or other retirement program offered by the City to any of its employees. This waiver includes but is not limited to a full waiver of any rights to participate in the Firemen's Pension Fund, Article 155. The parties specifically agree that the entirety of Article 155, 155.01-155.16, do not apply to employee's employment.

8. **Health Insurance Coverage.** The Employee will participate in the Employer's health insurance plan. Employee may waive health insurance at any point in the Agreement, as long as Employee agrees to provide proof of coverage upon request.

9. **Duties and Responsibilities.** Employee shall be responsible for the duties outlined in the attached job description.

10. **Council Meetings.** The Employee shall attend Council Meetings in the absence of the Fire Chief or at the request of the Fire Chief.

12. **Amendments.** No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Employee and a duly-authorized representative of Employer.

13. **Binding Effect.** This Agreement shall be binding upon and accrue to the... benefit of the parties hereto, their respective heirs, administrators, successors and assigns.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. **Term.** The term of this agreement is for three years from the initial start date of employment, which may be extended if mutually agreed upon between the City and the employee. Provided, however, that at any time during the term of this Agreement or any extension, either party may terminate this Agreement with or without cause, upon 30 days prior written notice to the other party. Upon such early termination, employee shall be entitled only to wages earned through the effective date of the termination and payout for any accrued benefits/leave as provided by in other sections of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be executed and agree to the terms the day and year first above written.

Approved by the City Council of the City of Williamsport at its regular meeting held the 9<sup>th</sup> day of July, 2020.

Attest:

By: *James M. Fraid*  
City Clerk

Witness:

\_\_\_\_\_

Employer:

City of Williamsport

By: \_\_\_\_\_

Mayor

By: *Margaret J. Goodring*  
City Controller

Employee:

*Mark J. Calderini*