

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the CITY OF \_\_\_\_\_, a municipal corporation of the State of Missouri (hereinafter referred to as the "City") and \_\_\_\_\_, an individual (hereinafter referred to as "City Administrator" [or other title]):

### WITNESSETH:

**WHEREAS**, the Code of Ordinance of the City of \_\_\_\_\_, Missouri provides for the appointment of the City Administrator by the Mayor, with the advice and consent of the Board of Aldermen, and compensation established by ordinance; and,

**WHEREAS**, to fulfill the requirements of the Municipal Code, the compensation and conditions of employment for the City Administrator have been set forth in this Agreement between the City and the City Administrator.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Appointment; Term:** City Administrator is hereby appointed and employed as the City Administrator of the City of \_\_\_\_\_ for a term which shall coincide with the term of this Agreement, subject to all conditions herein and all applicable laws. City Administrator is hereby vested with the authority applicable to the position of City Administrator and the City Administrator hereby assumes the duties, responsibilities, and obligations of that office, as set forth in the Code of Ordinances of the City of \_\_\_\_\_, and in the applicable policies and resolutions of the City adopted thereunder. The initial term of this Agreement shall commence on the Employment Date, as defined in Section 2 below, and shall end on \_\_\_\_\_. Thereafter, this Agreement will be deemed to automatically renew for successive one-year terms, each ending the 31<sup>st</sup> day of December, upon approval by the Board of Aldermen of the City's Annual Budget for such applicable year which includes an appropriation for payment under the terms of this Agreement. If the Agreement is not automatically renewed as provided above, this Agreement will be deemed terminated by the City and City Administrator shall be entitled to severance pay to the extent set forth in Section 4 below.
2. **Employment and Duties; Performance:** The appointment of the City Administrator and the conditions of this contract shall be effective at 12:01 A.M. on \_\_\_\_\_, 202\_, or such other date as may be agreed to in writing by both parties hereto (the "Employment Date"), and fulltime performance of their duties as City Administrator and to the performance of such other duties as are assigned to them from time to time by the Mayor and Board of Aldermen, which shall include attendance at regularly scheduled Board Meetings, unless excused by the Mayor. They shall hold no other employment, nor shall they hold, either directly or indirectly, any investment in any firm, corporation, or legal entity in violation of the Ethics Code of the City.

3. **Performance Evaluation:**

- A. The Mayor and Board of Aldermen shall review and evaluate the performance of the City Administrator at least annually. All reviews and evaluations shall be in accordance with the specific criteria jointly developed by the City and the City Administrator. Further, the Mayor shall provide the City Administrator with a summary written statement of the findings of the Mayor and Board after each review and evaluation and shall provide an adequate opportunity for the City Administrator to discuss their evaluation with the Board of Aldermen.
- B. Annually, the Mayor, Board of Aldermen, and City Administrator shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the City's policy objectives, and may establish a relative priority among those various goals and objectives. Said goals and objectives shall be reduced to writing, shall generally be attainable within the time limitations as specified, and within the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this Section, the Mayor, Board of Aldermen, and City Administrator agree to abide by the provisions of applicable law, and City Administrator agrees to abide by and honor, along with the Mayor and Board's acknowledgement, the International City Management Association's ("ICMA") Code of Ethics and the ICMA Declaration of Ideals, incorporated herein by reference.

4. **Termination and Severance Pay:**

- A. The City may terminate this Agreement and terminate the employment for any reason and at any time as provided for and subject to the procedures and additional actions authorized or required in the Municipal Code. If the City terminates the City Administrator and the City Administrator has: (1) violated the terms of the City Code, Personnel Policy, or the ICMA Code of Ethics and the ICMA Declaration of Ideals; (2) violated the terms of this Agreement; (3) willfully neglected the duties, responsibilities, and obligations of their office; or, (4) is convicted of any crime involving moral turpitude, then the City Administrator will have no further right to severance or non-accrued compensation and benefits under this Agreement. Such termination shall be "With Cause."
- B. In the event the City terminates this contract for any other reason (or "Without Cause") during the first three (3) years following the Employment Date, the City Administrator shall be entitled to severance pay in an amount equal to six (6) months' salary compensation plus six (6) months benefits (the "Severance Pay"). After three (3) years employment, The Severance Pay shall be extended by one month for each additional complete year of service, not to exceed twelve (12) months total severance. For the purposes of this Section, benefits shall mean and include all of the insurance and retirement benefits described in Sections 8 and 9

below. The cost of the insurance benefits shall be paid by the City at a rate not to exceed the actual cost to the City prior to the termination; provided, however, any insurance rate increases implemented on the City's group plans will also be absorbed by the City. Compensation included in the Severance Pay shall be calculated at the rate of pay in effect on the date of termination and shall be paid in biweekly installments payable on regular City paydays, or at such intervals or dates as all other City employees may be paid, subject to appropriate tax withholdings.

- C. If the City terminates this contract Without Cause, or if the City Administrator is asked to voluntarily resign when no Cause exists, within twelve (12) months of a municipal election involving the Mayor and/or members of the Board of Aldermen, then the severance and benefits set forth above in Section 4.B shall be doubled.
  - D. The City Administrator may terminate the contract for any reason upon thirty (30) days' written notice as set forth herein, and shall be entitled to payment by the City of any accrued vacation or other accrued paid days, provided such notice has been given. No severance payments or benefits shall be paid if termination is initiated by the City Administrator, provided, however, that the Parties may mutually agree to severance payments and benefits as set forth above as part of a negotiated resignation.
  - E. If the City Administrator is requested to perform any action or be involved in an activity that could be deemed a violation of the ICMA Code of Ethics set forth in Section 4.A then the City Administrator may choose to resign and will be entitled to all severance and benefits as described in Section 4.C.
5. **Rate of Compensation:** As compensation for their services, the City shall pay to the City Administrator the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) annually, such compensation to be paid in biweekly installments payable on regular City paydays, or at such intervals or dates as all other City employees may be paid. This compensation will be reviewed annually from the Employment Date and may be adjusted accordingly by agreement of both Parties, up to but not exceeding a \_\_\_\_ percent (\_\_\_%) annual increase. In addition, and from time to time, the City Administrator may receive benefit adjustments as approved by the Board. Further, the Parties acknowledge that the City Administrator should be the highest paid employee within the City. Therefore, if the City increases any employee's rate of pay and/or benefits to exceed the compensation of the City Administrator, the City Administrator shall receive a like increase so their compensation remains above all other employees.
6. **Relocation Expenses:** The City Administrator agrees to establish residence within the corporate boundaries of the City within six (6) months of the sale of his current residence at \_\_\_\_\_. The City shall pay directly for the reasonable expenses relating to moving the City Administrator, their family, and personal property from the current home to the City. Reasonable moving expenses include, but are not limited to: packing, transporting, storage costs (up to a maximum of thirty (30) days),

unpacking, and insurance charges. If possible, the City Administrator agrees to secure at least three (3) bids from reputable moving companies for such services and shall use the lowest responsible bidder.

7. **Paid Time Off (“PTO”)**: The City Administrator will be credited with \_\_\_\_ (\_\_) days of PTO leave immediately upon the Employment Date. Notwithstanding the City’s PTO policies, the City Administrator shall be eligible to accrue each month of employment an additional \_\_\_\_ (\_\_) days of PTO during the term of this Agreement. At no time shall the total of accrued PTO exceed \_\_\_\_\_ (\_\_) days.
8. **Disability, Health, and Life Insurance**: As of the Employment Date, the City agrees to put into force insurance policies for life, dental, vision, disability, sickness, major medical, and dependent’s group insurance covering City Administrator and their dependents, which policies are the same as offered to other general employees of the City. Regardless of future policy amendments, the City agrees to continue payment of 100% of the premium for these benefits for City Administrator and their dependents. In addition, the City agrees to fund an HSA account for the City Administrator with \_\_\_\_\_ in 202\_\_ and for all subsequent years, the City shall fund the HSA with a total of \_\_\_\_\_ per year.
9. **Retirement**: In addition to the City’s agreement to pay the normal LAGERS pension payments for and on behalf of the City Administrator, the City agrees to execute all necessary agreements provided by ICMA Retirement Corporation (“ICMA-RC”) or other Section 457 deferred compensation plan for City Administrator’s participation in said supplementary retirement plan and for the current year pay an amount equal to \_\_\_\_ percent (\_\_\_%) of City Administrator’s base salary, in equal proportionate amount each pay period, into the ICMA-RC or other plan for and on behalf of the City Administrator. For all years beyond, for so long as this Agreement is in effect, the City shall pay \_\_\_\_ percent (\_\_\_%). The City agrees to transfer ownership of such qualified deferred compensation plan to a succeeding employer or at the direction of the City Administrator upon City Administrator’s resignation or discharge.
10. **Dues and Subscriptions**: The City agrees to budget and to pay for the professional dues and subscriptions of the City Administrator necessary for their continuation and full participation in national, state, regional, and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City. Dues for organizational memberships include the ICMA and the Missouri City and County Managers Association (“MCMA”). Subscriptions include the ICMA Publication *Public Management*, the State Municipal League’s *Missouri Municipal Review*, and/or other publications necessary for participation in said groups.
11. **Professional Development**: The City hereby agrees to budget and to pay for the travel and subsistence expenses of City Administrator for professional and official travel, meetings, and occasions adequate to continue the professional development of the City Administrator and to adequately pursue necessary official and other functions for the City,

including but not limited to the Annual Conference of the ICMA, the Missouri Municipal League, the MCMA, and other such national, state, regional, and local governmental groups and committees thereof which City Administrator serves as a member.

The City Administrator may choose which and how many professional development event(s) to attend without Board approval so long as the expenses do not exceed the budgeted amount for this activity.

12. **Civic Club Membership:** The City recognizes the desirability of representation in and before local civic and other organizations, and City Administrator is authorized to become a member of \_\_\_ (\_\_) such civic club(s) or organization(s) of their choice as a representative of the City, for which the City shall pay for all normal membership expenses, including meals.
13. **General Expenses:** The City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by City Administrator, and hereby agrees to reimburse or to pay said general expenses, including, but not limited to, City Administrator's expenses for the purchase and use of a cellular phone. These expenses are to be reviewed and approved by the Mayor prior to reimbursement in accordance with established policy.
14. **Automobile:** In order to carry out official duties, the City will provide the City Administrator with the use of an automobile and pay all expenses for the upkeep and operation of the vehicle. The City Administrator shall be entitled to drive said vehicle for their personal use.
15. **Bonding:** The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under any law or ordinance.
16. **Other Terms and Conditions of Employment:**
  - A. The Mayor and Board of Aldermen shall fix any such other terms and conditions of employment, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, with the City's Municipal Code, or any other law.
  - B. All provisions of the Municipal Code, Personnel Policy, and rules and regulations of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, other fringe benefits, and working conditions as they now exist or hereafter may be amended, also shall apply to the City Administrator as they would to other employees of the City, unless otherwise provided for herein.
17. **Notices:** Notice pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: City of \_\_\_\_\_  
[address]

CITY ADMINISTRATOR: [Name]  
[address]

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 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 Services.

18. **Indemnification:** City shall indemnify the City Administrator to the fullest extent allowable by law for actions taken within the scope of this Agreement and City Administrator's official duties and shall provide public officials liability and errors and omissions insurance coverage as required by law and to the same extent as provided for other City officials or employees.

19. **General Provisions:**

- A. The text herein shall constitute the entire Agreement between the Parties and can only be amended or modified by written agreement of the Parties. An amendment or modification of this Agreement shall not be deemed a termination of this Agreement entitling the City Administrator to severance pay to the extent set forth in Section 4 above.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, that provision, or any portion thereof, shall be deemed severable, but the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

20. **Binding Effect:** This Agreement shall bind and be enforceable between the City Administrator and any subsequently elected or appointed Mayor or Board Member for the duration of the Agreement and this Agreement shall bind and inure to the benefit of the heirs and personal representatives of the City Administrator in the event of their death.

21. **Governing Law:** This Agreement shall be governed by, interpreted, and construed under the laws of the State of Missouri. The Circuit Court of \_\_\_\_\_ County shall have jurisdiction over any disputes arising under this Agreement.

**IN WITNESS WHEREOF**, the City of \_\_\_\_\_ has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the City Administrator has signed and executed this Agreement, both in duplicate, the day and year first written above.

**CITY:**

CITY OF \_\_\_\_\_, MISSOURI

By: \_\_\_\_\_  
[Name], Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CITY ADMINISTRATOR:**

\_\_\_\_\_  
[Name]